



General terms of use for the MyBosch web application from Robert Bosch GmbH

1. Provider and scope of validity

- 1.1. The MyBosch web application and the website www.bosch-do-it.de (hereinafter referred to as "application"), are operated by Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe, Germany (hereinafter referred to as "Bosch"). Additional information about the provider (Bosch) can be found on the legal notice section of the website.
- 1.2. Bosch is entitled to amend and/or add to these terms of use and/or the content specifically described herein at any time provided a reasonable notice period is given. If amendments or additions are made to these terms of use, Bosch will send an amended version of these terms – with these amendments highlighted – in text form to the e-mail address given by the user upon registration. If the user does not object to the amended/extended version of the terms within six weeks of receipt, the user's consent to the amended terms of use will be assumed. Bosch is obligated to notify the user in the change notification of the consequences should they fail to object to these changes. Once the amended terms take effect, all previous versions of these terms of use will become invalid. If a user refuses to give their consent, the contract will remain unchanged. Insofar as the amended terms of use or the changes to the service specifications are not reasonable for the user, the user is entitled to terminate the contract with Bosch with immediate effect.

2. Services provided and service provision

- 2.1. The application provides the registered user with the ability to use various Telemedia services under the user name they have been

assigned where technically available. These include, in particular, various free services that allow users to publish their own content (e.g. text, images, portraits of the user or other persons, or links to own videos on pages of other providers) in connection with general DIY topics and especially with using DIY products. Using the MyBosch web application, the user may prepare and publish project documentation and project instructions in relation to DIY projects. In doing so, they can make information about their projects accessible in a project gallery or on a timeline. Furthermore, they can access tips and online tools when planning their own projects, as well as seek help from other users using the services offered. They can also write notes about individual projects.

In addition, the user can also access other users' individual project ideas (situational and exploratory). They can mark and follow other users' projects. In doing so, they have the opportunity to comment on and evaluate these projects (including the project planning). They can also add a bookmark using a link in their Internet browser or using Google which allows them to quickly access the application.

In a virtual workshop area, the user can register additional tools, retrieve information about tools, write reviews about these tools, be inspired about using the tools, and take advantage of warranty extensions if they are offered, as well as other services offered by Bosch.

- 2.2. Bosch stores the uploaded user-generated content for the user and allows third parties access to this content via the Internet. Bosch therefore only provides the users with the technical infrastructure. The storage capacity for uploading multimedia content can be limited. Bosch provides the community with the offered free Telemedia services only in the context of their own technical and operational capabilities, and therefore reserves the right to restrict these

services at any time or discontinue them in whole or in part. This may result in content stored by the user in the MyBosch web application being irretrievably lost. It is therefore recommended that the user stores/backs up their own content. The liability of Bosch is limited to the extent described in paragraph 8.

- 2.3. The content of the application is in part provided by Bosch and in part by users and third parties. Content provided by users and third parties shall hereinafter be referred to as "third-party content". Bosch does not check the completeness, accuracy and legality of third-party content, and does not endorse this. Therefore Bosch does not assume any responsibility or liability for the completeness, accuracy, legality or timeliness of third-party content. This is also true with regard to the quality of third-party content and its suitability for a particular purpose and also, where third-party content is located on linked external websites, to content that can be shown by framing within the application (or parts thereof). In particular, Bosch will not check user-uploaded instructions and the use of tools described therein, including any suggested inspiration for projects using tools, for accuracy or feasibility. Bosch recommends that users always follow the instructions supplied with the product when using tools.
- 2.4. However, Bosch will pursue any reports of breaches of these terms or any illegality of content in the application (or parts thereof), and take appropriate action to end this situation if required. In particular, Bosch will remove illegal content immediately as far as technically possible as soon as Bosch becomes aware of this content. Bosch has the right to delete user-generated content (all or parts thereof) at any time without notice, or to prohibit users from uploading certain content, whereby the legitimate interests of the user will be taken into consideration by Bosch.
- 2.5. By uploading content to the MyBosch web application the user grants Bosch, free of charge, a transferable, non-exclusive right to use the

relevant content without any restriction on location, content and time. The right of use applies to all currently known types of use. It includes in particular:

- The storage of content on the servers of Bosch or third parties commissioned by Bosch in Germany and abroad,
- The reproduction, adaptation, publication and dissemination of content, in particular the public disclosure thereof by being displayed in the application (or parts thereof), and providing public access by being displayed on Bosch-operated websites and in social networks and similar platforms (such as Facebook, Google+, Twitter, YouTube, Pinterest, Flickr, etc.),
- The provision of content to other users within the permissions described in paragraph 2.6,
- Editing and duplication, to the extent necessary for provision or publication of that content.

In accordance with the above-mentioned usage of the content by Bosch, the user waives any right to their own image and any moral rights to naming rights. If third-party images are included in images uploaded by users, the user will ensure that these third parties waive any right to assert rights to their own image.

- 2.6. The user is allowed to view content within the application (or parts thereof), in particular content uploaded by Bosch or other users, and to use the content for their personal use. Contributions that are stored within the knowledge area may be quoted in part at any time with reference to the MyBosch web application and by specifying a direct link to the corresponding entry in the MyBosch web application on the other websites or through other online services. Other use or utilisation of this content by the user, in particular reproducing the content of the application (or parts thereof) not intended for private use, or

adopting contributions from the knowledge area in the MyBosch web application without proper citation and linking is not permitted.

3. Registration process

- 3.1. By registering, a contract on the participation and use of the MyBosch web application is concluded between the user and Bosch. Only users over 18 years of age can register with the MyBosch web application. Minors and persons whose access authorisation has been permanently blocked may not register.
- 3.2. The registration process requires login data to be entered and defined. Users also have the option of entering registration data by linking their Facebook profile. The user warrants that all data provided as part of the registration process is true and complete. The user is obliged to inform Bosch immediately of any changes to the registration data by updating their profile data.
- 3.3. Upon successful registration, Bosch will send the user an e-mail with a confirmation link to the e-mail address specified by the user as part of the registration process. The e-mail also contains these terms of use and the privacy policy in text format. The terms of the contract are stored by Bosch. Archived versions can be accessed via the Internet.
- 3.4. Each user may only register once with one username. Multiple registrations can lead to exclusion of the user from the MyBosch web application.

4. Login data and passwords

- 4.1. The user is obliged to keep secret all the login data and the password required to access the MyBosch web application and to inform Bosch immediately in writing if they becomes aware of any third-party use of the

user's login data and/or password. The user is liable for the damage caused by third-party use, unless the user is not at fault.

- 4.2. If the user passes on login data and/or passwords to third parties, Bosch is entitled to block the user's access to the MyBosch web application temporarily or permanently, or to terminate the contractual relationship with the user with immediate effect, to delete the user's registration and to exclude the user from the use of the application in the future (in accordance with paragraph 6.1).

5. Rules relating to the use of the MyBosch web application and content (netiquette)

- 5.1. The user undertakes at all times to respect the existing rights of third parties when using the MyBosch web application. The user is responsible for all content they upload to the MyBosch web application. If the user uploads images featuring people, the user is obliged to obtain the consent of the people pictured prior to publication within the MyBosch web application.
- 5.2. The user must furthermore ensure that the content they upload does not violate legal prohibitions (particularly provisions concerning the protection of minors), or the rights of third parties (particularly, but not exclusively, naming, personal, copyright, data protection and trademark rights). In particular, the user undertakes not to upload content to the MyBosch web application, that
- includes pornographic, violent or adult content, or content inciting hatred,
 - incites crime or provides instruction on how to do this,
 - refers to political activities, in particular to party meetings, demonstrations, flyers or petitions, and to content that depicts political symbols,

- insults, defames, harasses, threatens or harms other users, moderators, Bosch or other persons in any other way, or presents an aggressive or provocative stance towards other users, moderators, Bosch or other persons,
 - is otherwise illegal, immoral, obscene, vulgar or interferes with the privacy of others, is defamatory or offensive, or contains false allegations of fact or abusive criticism,
 - contains software viruses or similar computer codes, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment,
 - is manipulated to disguise its origin,
 - contains company and business secrets relating to natural or legal persons, or other content that the user is not entitled not share due to non-disclosure agreements, for example,
 - contains advertising for the purchase or sale of products, or the use or provision of services, or commercial websites, blogs, etc., in particular if this is for the user's own benefit,
 - by its nature or composition (e.g. viruses), size or reproduction (e.g. spamming), threatens the existence or operation of the application (or parts thereof),
 - contains links or other connections to prohibited content in accordance with the above-mentioned criteria, and/or
 - invites the violation of the above-mentioned prohibitions.
- 5.3. In accordance with the above-mentioned criteria, restricted content must not be sent or distributed via the internal messaging system. It is also prohibited for users to send chain letters or identical messages to multiple users simultaneously.

6. Blocking of access

- 6.1. Bosch may block a user's access to the MyBosch web application temporarily or permanently if the user violates these terms of use or the law when using the MyBosch web application or if Bosch has any other legitimate interest in blocking access. Blocking for legitimate interests is deemed to apply in particular if a user repeatedly and to a considerable extent interferes with user discussions within the MyBosch web application or infringes conditions of participation in competitions or product testing. Bosch considers the legitimate interests of the users when choosing whether and for how long a user is blocked.
- 6.2. Bosch will warn the user via a private message (PM) before blocking. In justified cases (e.g. serious or repeated violations), Bosch may refrain from issuing an advance warning. Bosch will consider the legitimate interests of the user when making such decisions.
- 6.3. In the case of a temporary or permanent block, Bosch will prevent the user from accessing the MyBosch web application and will notify the user by e-mail.
- 6.4. In the case of a temporary block, Bosch will reactivate the account after the time provided in the notification. A permanently blocked account cannot be reactivated.

7. Liability of the user

- 7.1. The user indemnifies Bosch from all third-party claims which are made due to the violation of their rights, particularly copyrights, trademarks, competition, privacy or other property rights, by the content uploaded by the user, unless the user is not responsible for the infringement. The indemnification obligation is particularly applicable in cases where the user violates the

provisions in paragraph 5.1 and 5.2 of these terms of use. The above-mentioned indemnification obligation also applies to a claim made against Bosch by the authorities, law enforcement agencies or other public bodies based on content that the user has made available in the community or the MyBosch web application that violates the provisions of these terms of use. Furthermore, the user agrees to reimburse Bosch for any and all necessary expenses that arise if third parties take action against Bosch due to any content uploaded by users as a result of violating their rights. This includes the necessary costs to cover an adequate legal defence. The user is not obliged to reimburse Bosch if they are not to blame for the violation of the third-party rights.

- 7.2. If claims are asserted against Bosch by third parties due to a violation of their rights by content uploaded by the user, the user will support Bosch as far as possible in the defence against the claims asserted by the third party. This includes, in particular, the user providing copies of any documents in the user's possession relating to the allegedly violated right upon written request from Bosch. Any associated costs will be borne by Bosch.

8. Liability of Bosch

- 8.1. Bosch has unlimited liability to the user only for damages based on intentional or grossly negligent infringement of contractual obligations by Bosch, or in the event of injury to life, body, and health. For a slightly negligent violation of obligations, the fulfilment of which is essential if the contract is to be properly implemented and on the performance of which it is reasonable for the customer to rely as a matter of course (cardinal contractual obligations/cardinal obligations), the liability of Bosch shall be limited to foreseeable and typically occurring damages. For the rest, no liability shall be accepted for ordinary negligence. Any liability of Bosch in relation to the German Product Liability Act or the acceptance of guarantees remains unaffected by this.

- 8.2. The aforementioned limitations of liability also apply if obligations are violated by legal representatives or vicarious agents of Bosch. Insofar as liability on the part of Bosch is excluded by the aforementioned provisions, this shall also apply to the personal liability of the employees and vicarious agents of Bosch.

9. Term and termination

- 9.1. The user and Bosch are entitled to terminate the contract relating to the use of the application without giving reasons at any time in writing. To give the user a reasonable opportunity to secure their data stored in the application, Bosch is only entitled to terminate the contract with a notice period of four (4) weeks from dispatch of the corresponding e-mail.
- 9.2. In addition, Bosch has the right to terminate the contractual relationship in whole and in parts without notice, as far as Bosch is entitled to permanently block users in accordance with paragraph 6 of these terms of use (extraordinary termination). A warning in accordance with paragraph 6.2 is not required in this case. To comply with the written form, an e-mail is sufficient.
- 9.3. Should Bosch decide to no longer operate the MyBosch web application, the potential uses listed in paragraph 2.1 no longer apply. Agreements between Bosch and the user in relation to services subject to a charge, such as warranty extensions, shall remain unaffected by this.

10. Other provisions

- 10.1. Bosch is under no obligation to maintain constant availability of the application (or parts thereof). However, Bosch shall try to keep the application available without interruption. Maintenance, security or capacity issues, and events that are beyond Bosch's sphere of influence (e.g. power outages, force majeure, disruptions to public communication networks, etc.) may result in brief malfunctions or temporary interruptions of the services of the application (or parts thereof).
- 10.2. For these terms and conditions and the entire legal relationship between the user and Bosch regarding the use of the application, the law of the Federal Republic of Germany applies.
- 10.3. If individual provisions of these terms of use are or become invalid or incomplete, the validity of the remaining terms and conditions shall remain unaffected.
- 10.4. The place of jurisdiction for businessmen within the meaning of the German Commercial Code (HGB) is the registered office of Bosch.