



## **Legal information and terms of use of Continental Aftermarket & Services GmbH for the application "SINDRI".**

By installing and / or using the application "SINDRI" (referred to in the following as the "App" or "SINDRI"), the user unconditionally agrees to the following terms of use of Continental (hereinafter "Continental"):

### **§ 1**

#### **Functionality of the App, definitions, right to use, intellectual property rights of Continental**

1.1 The terms of use laid down in the Google Play Store – Business and Program Policies shall apply for the use of the App, unless otherwise determined by the provisions below.

1.2 For the use of the App the conditions of use in the Mac App Stores and the App Stores end-user license agreements for the license Apps shall apply insofar as nothing to the contrary is set out in the following provisions.

1.3 Continental provides the smartphone application SINDRI ("App"). The App enables companies with a registered account and to read out data, reading and clearing fault codes of the vehicle (via vehicle diagnostics) in conjunction with the vehicle communication interface hardware component ("VCI"). Additionally, information can be captured via checklist(s) and manually inserted information as well as photos. All captured information is also available as a report. The purchase of the VCI is subject of a contractual agreement to be agreed separately between the parties.

Accounts can be registered for a fee by Continental and their Partners. After registration the user can log in with its credentials (email address and password). Parts of the App can only be used after downloading a Database (as defined below) provided by Continental to perform vehicle diagnostics.

1.4 The following definitions shall have precedence over any identically worded definitions in the contract:

1.4.1 "Firmware" denotes standalone software that is firmly embedded in the VCI, is only intended for use on the VCI in question and not for installation or use on technically different hardware, and can be updated or deleted or removed from the VCI only using additional aids.

1.4.2 "Database" denotes a set of data to be downloaded which is provided by Continental to the user via the App to enable user to perform vehicle diagnostics with Continental hardware.

1.4.3 "Freeware" denotes software that can be used without the need for any payment or noncash compensation (such as display of advertising). Freeware may be subject to special license terms of its vendor that may, for example, restrict the intended use or distribution of the freeware. Freeware may have functional restrictions that a commercially available version of the same software might not have. Unlike with open source software, for example, the freeware's vendor does not usually supply the freeware's source code as well.

1.4.4 "Open source license" or "OSS license" denotes license terms for a computer program that grant the user – in addition to the right to use the software free of charge – rights of use that are usually reserved for the owner of the copyright to the computer program, such as the right to modify the computer program, combine it with other computer programs or to sell the computer program or a version derived from it, and where the license terms demand that at least one of the following requirements is met: (a) The right to adapt the original or a modified version of the computer program is granted, (b)

the party that has modified the program must grant everyone, or in some cases third parties who so demand, a free license to use its intellectual property rights relating to the computer program, (c) the source code, including any changes or design information, must be provided to everyone, or in some cases to third parties who so demand, upon request and at no charge above and beyond the costs of providing it, (d) the holder of the copyright to the unmodified open source software must be stated (attribution). Open source licenses within the meaning of this definition are for example, but not exhaustively, the GNU General Public License (GPL) family, the Berkeley Software Distribution License (BSD) family and public domain licenses.

1.4.5 "Open source software" or "OSS" denotes a computer program that is subject to an open source license and is either available (a) only in source code form or (b) in executable object code form and where the source code is supplied together with the executable code or (c) where the source code is provided free of charge (apart from shipping and delivery charges).

1.4.6 "VCI" denotes the vehicle communication interface for communication via a port with the vehicle.

1.4.7 "Software" shall denote the App as well as Firmware and the Database.

1.5 The Software is protected by copyright laws, international copyright agreements and other laws and agreements on intellectual property. *Vis-à-vis* the customer, only Continental or where relevant the suppliers of Continental, OSS licensors or Freeware vendors shall be entitled to all rights to the Software that are not granted to the user pursuant to this Terms of Use and the associated contractual agreements.

1.5 Continental grants the user a non-exclusive, royalty free, non-transferable, non-sublicensable right to use the App and the Database within the European Union and the United Kingdom only. Any use outside the territory shall be prohibited and shall not be covered by the granted rights of use.

The user shall use the App and the Database solely to handle its own internal business transactions and those of companies affiliated with the user. All rights above and beyond that, in particular the right to distribute, translate, modify and rework the Software or make it publicly available, shall remain with Continental.

This shall apply to Firmware embedded in the VCI *mutatis mutandis*, subject to the provision that the Firmware may only be used on the purchased hardware. Continental may specify that the usability of special functions is subject to local restrictions, in which case only basic functionality may be available. Such products shall be appropriately identified.

1.6 With the exception of the OSS, the user shall not decompile or disassemble the Software, remove program parts from it, carry out reverse engineering or otherwise try to derive the source code from the object code. This shall not affect the user's right to carry out reverse engineering or decompilation in accordance with mandatory statutory provisions, such as Section 69d (3) and Section 69e of the German Copyright Act (*Urheberrechtsgesetz*), in particular if this is necessary to ensure that the Software functions or is interoperable with other computer programs as contractually agreed. The user shall ask Continental, in writing with a reasonable period of advance notice, to provide the information and documents necessary to ensure that the Software functions or is interoperable with other computer programs as contractually agreed. The user shall be authorized to reverse engineer or decompile the Software pursuant to mandatory statutory provisions only once this period of notice has expired without result.

1.7 The user shall install and use the Software or the VCI only if it consents to all license terms, including for the Open Source Licenses and to the special license terms of the freeware vendors. If the user refuses to, it must refrain from using the Software (including any necessary installation of it). In the absence of any regulations to the contrary in the contract, the user can then rescind the contract in relation to the Software in question or the device containing firmware, to the exclusion of further claims.

1.8 The Software shall not be copied in full or in part. The cases explicitly permitted in the contract or under the law, e.g. backup copies, shall be exempted therefrom. Renting, leasing or lending of the VCI containing Firmware shall not be restricted thereby. The user shall not remove alphanumeric identifiers, trademarks and copyright notices in or on the Software and shall only copy the Software in unmodified form. The user shall keep records on the whereabouts of all copies and let Continental inspect them upon request.

1.9 The Software may contain confidential information as well as trade and business secrets of Continental or third parties (e.g. reference data for diagnoses). In this case, the user shall – in order to ensure that the confidential information contained in the Software is protected – give its employees who have access to the Software appropriate instruction on protecting the information or obligate other persons who are to have access to the Software in accordance with its intended use to keep it secret by concluding suitable agreements within them. The user undertakes to notify Continental immediately if private persons or companies gain unauthorized knowledge or unauthorized possession of or make unauthorized use of the Software or associated material, unless there are statutory reasons standing in the way of that.

1.10 The Software may contain components that are subject in full or in part to separate license regulations. This shall cover in particular OSS, Freeware and third-party Software components. Before concluding the contract, the user can request a copy of the separate license regulations from Continental or the Continental partner in question.

1.11 Fulfilment of the contract by Continental shall be subject to the proviso that there are no impediments pursuant to national or international foreign trade regulations or due to embargoes or other sanctions.

1.12 The copyright for works published and created by Continental in this App as well as their configuration in the App remains exclusively with Continental and its subsidiaries. Any use, including reproduction, distribution or making available to the public, of such texts, pictures, graphics, animations, videos, music, sounds and other materials in other electronic or printed publications (especially in other apps or websites) is not permitted without the express consent of Continental or its subsidiaries. Continental is entitled to use the trademarks and logos (the “trademarks”) represented in the App. None of the information in this App is to be interpreted as granting a license to use these trademarks. The conclusion cannot be drawn that the trademarks are freely available to anyone simply from the mere naming of the trademarks in the App. The express written consent of Continental is required for this. The unauthorized use of these trademarks is strictly prohibited. Continental will enforce its intellectual property rights throughout the world within the scope of the applicable legislation.

## **§ 2 Cancellation right**

There is no right of cancellation.

### **§ 3 Content and use of the App, liability**

The information provided in the App is not binding and is made available exclusively for information purposes. It does not represent any kind of offer within the meaning of the applicable statutory provisions.

The information provided in the Software and any products and services made available can be changed or updated at any time by Continental without prior notice. The Software does not contain any guarantees or indications of quality for which Continental is liable, whether expressly or implicitly. Similarly, Continental makes no undertaking that the information provided is up-to-date, correct or complete and assumes no responsibility for its quality. The user shall not manipulate the Software and shall only use such as set out.

Claims of the user for compensation of damages that arise in connection with the use of the Software and its content are excluded. This exclusion does not include claims for compensation of damages arising from injury to life, limb or health or the liability for other damages that are attributed to a willful or grossly negligent breach of a duty by Continental its legal representatives or vicarious agents. In the event of a breach of material contractual obligations, Continental is only liable for the foreseeable and direct loss typical of this type of contract when this loss has been caused by simple negligence. Material contractual obligations are those that necessarily have to be fulfilled in order to achieve the object of a contract. These limitations of liability shall also apply to the benefit of the legal representatives and vicarious agents of Continental if claims are asserted directly against them. The regulations of the *Produkthaftungsgesetz* (German Product Liability Act) remain unaffected.

Continental strongly recommends that you do not use or, in particular, operate electronic devices while driving. Continental assumes no responsibility for any damages arising from accidents that occur in that event or for the imposition of any fines.

### **§4 Data collection and data processing**

Continental is aware that the protection of your privacy when using this Software is an important concern for you. Continental takes the protection of personal data very seriously. Continental has therefore taken the necessary technical and organizational measures to ensure compliance with the regulations governing data protection.

Insofar as there is the possibility within the Software of inputting personal data, the user divulges this data on an expressly voluntary basis. The user can and is permitted to use all the services offered, generally without providing this kind of data.

Where the user has given his/her consent for his/her personal data to be collected, processed and used, Continental will only use this personal data to process an inquiry or within the context in which the consent was granted and in compliance with the applicable data protection conditions.

In relation to the use of the Software, please agree separately to the data protection conditions of Continental Aftermarket & Services GmbH. You can read the contents of the data protection conditions at any time under <https://www.continental-mobility-services.com/media/3554/data-protection-declaration-eu.pdf> on the website of Continental <https://www.continental-mobility-services.com/>.

Continental Aftermarket & Services GmbH reserves the right to amend or adapt this data protection condition, to delete parts of it or to insert new parts at its discretion, however within the framework of the statutory regulations. If you continue to use this app after receiving a notice from Continental Af-  
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termarket & Services GmbH that the data protection conditions have changed, you have to give your prior consent to those new data protection condition to in order to continue using the App.

## **§5 Links to other websites**

Links to websites of third parties can also be provided in the Software as an additional service. These websites are completely independent and outside the sphere of responsibility as well as the control of Continental. Continental is therefore not liable for the content of any of these third-party websites that are accessed from the Software and assumes no responsibility for the content, the data protection conditions or the use of such websites. The provider of the website linked to via the app is solely responsible for illegal, incorrect or incomplete content and especially for damages resulting from the use or non-use of the information of this kind that is offered.

## **§6 Age Limit**

The minimum age for the use of the Software is 16 years. The user warrants that he/she is older than 16 years. If Continental becomes aware that the user is not at least 16 years old, Continental is entitled to undertake any of the following measures. Insofar as the user is not of full age, he/she warrants that he/she has the permission of his/her parents to use the app.

## **§7 Availability of the app**

This App is currently only available in the Google Play Store. Continental reserves the right also to offer the App worldwide in the future; this, however, does not imply the intention of Continental to announce in a binding manner that the app will be available throughout the world.

## **§8 Termination of participation**

Participation in the App ends as soon as the user deletes his account, or the account expires. Participation on SINDRI will no longer be possible and will end.

Continental is entitled to end a user's participation on SINDRI with immediate effect if the user infringes these Conditions of Use. In this instance, the affected user can only use SINDRI again with Continental's express permission.

Independent of this, Continental can discontinue the SINDRI online forum and associated services at any time subject to prior notice without giving reasons. In this case, the members have no claim to SINDRI services being supplied (again).

In the event of termination of the participation in SINDRI, Continental will delete the user profile as well as all data and content entered by the user.

## **§9 Other provisions**

The contract concluded between Continental and the user is subject to German law; the UN Convention on Contracts for the International Sale of Goods shall not apply. In relation to consumers, this choice of law applies only if the protection granted is not affected by mandatory provisions of the law of the country in which the consumer has his habitual residence.

*The place of jurisdiction for all above named dispute shall be Frankfurt am Main. If the Continental contractual partner has its place of residence or seat outside of the European Union all of the above named disputes shall be finally decided in accordance with the arbitration rules of the Chamber of Commerce (Handelskammer) Frankfurt am Main to the exclusion of the ordinary courts.*

Continental reserves the right to amend these terms of use at any time for the future or to supplement such. Agreement to the changed terms of use will be necessary in order to continue to use SINDRI. Continental shall request the user to agree or to reject such by way of a special function in SINDRI before any further use.

If the contractual partners wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. Continental is not obliged to participate in online dispute resolution.

Should individual provisions of these terms of use prove to be invalid in full or in part, then the validity of the rest of the contract shall not be affected by that. The statutory provisions shall replace the invalid provision.

### **Provider**

This App is provided by:

#### **Continental Aftermarket & Services GmbH**

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Commercial register of the local court of Königstein im Taunus, HRB 7796

USt.-ID-Nr./VAT-ID-No. DE171884444