

## **Legal information and usage conditions of the Continental Automotive GmbH for Application" Continental Verified Inspection App"**

By installing and / or using the application "Continental Verified Inspection App (hereinafter "App" or "Continental Verified Inspection app", the user accepts the following terms and conditions of Continental (hereinafter: "Continental") fully in:

### **§ 1**

#### **Rights of Continental, usage rights**

The end-user license agreement for licensed applications provided for in the terms of use of the Mac App Store and the App Store applies to the use of the app, unless the following provisions stipulate otherwise.

The copyright for works published in this app and created by Continental itself, as well as their compilation in the app, remains solely with Continental and its subsidiaries. Any use, in particular duplication, distribution or provision of such texts, images, graphics, animations, videos, music, sounds and other materials in other electronic or printed publications (especially in other apps or websites) is not permitted, expressly permitted by Continental or its consent Subsidiaries are not permitted.

Continental is entitled to use the brands and logos (the "brands") shown in the app. None of the information in this app is to be construed as granting a license to use these trademarks. The mere mention of the brands in the app does not mean that the brands are freely available to everyone. Express written consent from Continental is required for this. Unauthorized use of these marks is strictly prohibited.

Continental will enforce its intellectual property rights worldwide within the scope of the respective laws.

### **§ 2**

#### **Content and use of the app, liability**

Continental Automotive GmbH provides the "Continental Verified Inspection App" smartphone application to you as a company. This app enables you to go through a vehicle check or other work processes according to a predefined procedure and to send a digital report to the company. Optionally, by using a smartphone supporting NFC technology, NFC tags placed on the vehicle can be used to provide a proof that you were at the specific zone to carry out the work process respectively vehicle inspection. A contract with the company in which the user is employed is required for use and to get credentials for the app.

The information provided in the app is non-binding and is provided free of charge for informational purposes only. It is up to the user to check the correctness of the legal basis and application before use.

The information provided in the app and any products and services made available can be changed or updated by Continental at any time without prior notice. The app does not contain any guarantees or information on properties for which Continental is liable, be it express or tacit. This also applies to the topicality, correctness, completeness and quality of the information provided, for which Continental assumes no liability. The user will not manipulate the app and will only use it as intended.

Claims of the user for damages that arise in connection with the use of the app and its content are excluded in view of the fact that the app is available free of charge. Excluded from this are claims for damages resulting from injury to life, limb, health and liability for other damages based on an intentional or negligent breach of duty by Continental, its legal representatives or vicarious agents. The provisions of the Product Liability Act remain unaffected.

Continental urgently recommends that you do not use electronic devices while driving. Continental assumes no responsibility for any damage resulting from accidents or for receiving fines.

### **§ 3**

#### **Data collection and data processing**

The separate data protection provisions of Continental Automotive GmbH apply to the use of this app. The contents of the privacy rules can be viewed at any time under [data protection provisions](#). Continental Automotive GmbH reserves the right to change, adapt, delete parts of or add new parts to this data protection provision at its own discretion, but within the framework of the statutory provisions. We will inform you separately about any changes.

### **§ 4**

#### **Links to other websites**

The app can contain connections ("links") to third party websites and provide additional services. These websites are completely independent and do not fall under responsibility or control of Continental. Continental therefore is not liable for the contents of these third party websites, which are accessed via the app. This also applies for the data privacy terms or the use of such websites. The provider of the website referred to via the app is solely liable for illegal, incorrect, or incomplete content and in particular for damage resulting from the use or non-use of information presented in this way.

## **§ 5 Miscellaneous**

The contract concluded between Continental and the user is subject to German law to the exclusion of the UN sales law.

The place of jurisdiction for all of the aforementioned disputes is Frankfurt. If the Continental contractual partner is domiciled or headquartered outside the European Union, all of the aforementioned disputes will be finally decided in accordance with the arbitration rules of the Frankfurt Chamber of Commerce to the exclusion of ordinary legal recourse.

Continental reserves the right to change or add to these terms of use at any time with future effect. An agreement to the changed terms of use is required in order to continue to use the Continental Verified Inspection App. Continental will inform the user about the change using a special function in the Continental Verified Inspection App. In the event of rejection, further use is not possible.

Should individual provisions of these terms of use prove to be wholly or partially ineffective, this shall not affect the validity of the rest of the contract. The statutory provisions take the place of the ineffective provision.

### **Providers**

The provider of this app is:

**Continental Automotive GmbH**

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