

**General Terms of Use for the registration and
use of the centralised Bosch ID**
(valid as of October 1, 2022)

The present Terms of Use shall apply in their version applicable as per the date of the conclusion of contract to the registration and use of a centralised Bosch-ID on www.boschdiesel.co.za ("centralised Bosch-ID") at Bosch Africa, Private Bag X118, Halfway House, 1685. ("Provider", "we" or "us"), by you as the end user ("User", "you").

1. Services offered and availability

- 1.1. The centralised Bosch-ID allows you the use of different services of the Bosch Group independent of this registration, such as product communications, technical updates, wall charts, media, training schedules, reporting forms and other contents (hereinafter referred to as "content"). The centralised Bosch-ID shall also allow you after extension of services to centrally manage your master data (e.g. address) with respect to all companies of the Bosch Group that you are in a contractual relationship with (subject to availability of service).
- 1.2. The central Bosch ID should further support you to enforce your data protection rights (such as consent, deletion) for all connected companies in the Bosch Group with whom you have a contractual relationship (subject to the availability of this function).
- 1.3. For further information regarding the scope of the services and the content, please refer to the respective service description.
- 1.4. Concerning the use of these free of charge, individual terms of use and data protection regulations shall.
- 1.5. We reserve the right to complement the centralised Bosch-ID service or to temporarily limit its use. You as the User have no claim to the continued provision of certain services or parts thereof.
- 1.6. You are requested to register to use the centralised Bosch-ID. The registration and also the use of the centralised Bosch-ID as such shall be free of charge.
- 1.7. As far as the centralised Bosch-ID is provided free of charge, there are no warranties and there is no right to access or use the centralised Bosch-ID without interruption. No guarantee shall be provided that the access to or the use of the centralised Bosch-ID may not be impaired by maintenance work, upgrades or other disruptions (e.g. power outage, hardware or software failure, technical problems in the data lines), which may also result in loss of data. The Provider shall undertake all reasonable efforts to ensure that the centralised Bosch-ID can be used with as few disruptions as possible.

2. Registration of a centralised Bosch-ID

- 2.1 You have to be of legal age to create a Bosch-ID. Minors and individuals whose access authorisation have once been permanently blocked are prohibited from registration. During the registration process, you shall be asked to update your unique password. This data shall consist in a user name and password of your choice as well as your email address and company contact information.
- 2.2 By updating your registration data, you are making us an offer to conclude a user contract based on these Terms of Use. After updating your registration data, you shall receive an email sent to the email address you provided, informing you of any data updated. In order to conclude the registration process, please click on the My Profile and login.
- 2.3 Your registration, the user contract and the user account including the access data are not transferable. As a general rule, we shall not verify your identity and your information when you register.
- 2.4 Subject to availability of such functionalities as part of the centralised Bosch-ID, you may customise your user profile for the respective service within the scope of these Terms of Use. For further details, please refer to the respective service description.

3. Responsibility for your access data

- 3.1. You shall be required to keep your access data, including your password confidential and to refrain from disclosing this information to unauthorised third parties under any circumstances.
- 3.2. You shall further be responsible for ensuring that your access data and the use of the available services are exclusively reserved to you or any individuals authorised by you. If there is reason to suspect that unauthorised third parties have gained access to your access data or may gain access to your access data, you shall be obliged to notify the Provider immediately.
- 3.3. *Please note: You are responsible for any use and/or other activity performed using your access data.*

4. Blocking of access

- 4.1. We reserve the right to temporarily or permanently block your centralised Bosch- ID subject to our own discretion either fully or in part (i) if there is specific evidence that you have violated these Terms of Use and/or applicable law, unless you are not responsible for this violation or (ii) if we have any other legitimate interest in blocking your centralised Bosch-ID. In the decision to block your centralised Bosch- ID we shall reasonably take into account your legitimate interests. Should you repeatedly violate these Terms of Use despite having been notified of your violation, we shall reserve the right to permanently block your centralised Bosch-ID and to permanently exclude you from any future use of the centralised Bosch-ID.
- 4.2. In case of a permanent withdrawal of your access authorisation, we shall notify you thereof by email.
- 4.3. In the case of a temporary withdrawal of your centralised Bosch-ID, your access authorisation shall be reactivated after expiry of the blocking period or the final elimination of the blocking reason and we shall notify you thereof by email. A permanently blocked centralised Bosch-ID cannot be reactivated.

5. Termination of use

- 5.1. You may terminate the user contract concerning the centralised Bosch-ID at any time by notifying us. We equally reserve the right to terminate the user contract if you terminate your Bosch Diesel agreement/franchise
- 5.2. In case of termination of the user contract concerning the centralised Bosch-ID we shall be entitled to permanently delete any and all data created

6. Scope of authorised use, rules of conduct, monitoring of user activities

- 6.1. Your usage authorisation is limited to the use of the services offered by companies of the Bosch-Group, the access to the content of the services and the use of the respective available functional scope of the services and the content within the framework of the provisions of these Terms of Use.
- 6.2. You are personally responsible to ensure that the necessary technical requirements for the use of the services and the content in accordance with the contract are fulfilled (in particular hardware, web browser and internet access). We, or the respective service providers shall not be obliged to provide any consulting services in this respect.
- 6.3. Some services allow you to upload and post your own content and make it available to third parties. Therefore the legal requirements are based on the terms of use of the respective service.
- 6.4. We shall be authorised to exclusively use and process non-personal data transmitted to us or generated within the scope of the use of the centralised Bosch-ID without restrictions.

7. Protection of content, responsibility for third party content

The content made available via the services is mostly protected by copyrights, trademark and competition law or other property rights and is either our own property, the property of our licensors, the property of our customers or of other third parties that have made available the respective content. The compilation of content as such is also protected by copyright. You may only use the service and the content in accordance with the respective terms of use of the service, these Terms of Use and the framework provided by the centralised Bosch-ID.

8. Confidentiality obligation

The Parties shall use the data and information (of technical or business nature) they obtain or that is generated within the scope of fulfilling their obligations only for the purposes as agreed and keep it confidential vis-à-vis third parties. The confidentiality obligation shall exceed the duration of the contract if and to the extent that this data and information does not otherwise become part of the public domain or unless one of the parties has waived its claim to confidential treatment of this data and information.

9. Data protection

The Data Protection Notice for the Centralised Bosch-ID shall apply in its respective applicable version.

10. Limitation of liability

- 10.1 We are liable in accordance with the statutory provisions
 - a) in the event of injury to a person's life, body or health,
 - b) in case of malice, intent or gross negligence,
- 10.2 In case of damage to property and financial loss caused by negligence, we and our vicarious agents shall only be liable for the breach of a material contractual obligation, but only to the extent of the damage foreseeable and typical to the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterizes the contract and on which you may rely on.
- 10.3 In all other respects, our liability is excluded.
- 10.4 The aforementioned limitations of liability shall also apply to the liability of our vicarious agents as well as for the personal liability of our employees, legal representatives and organs.

11. Amendments to these Terms of Use

We reserve the right to amend these Terms of Use at any time effective also with respect to any existing contractual relationships. You shall be notified of any such amendments at least 30 calendar days prior to the scheduled entry into force of the amendments by email. Unless you object to the notification within 30 days following receipt of the notification and if you continue using the services also after expiry of the objection period, the amendments shall be considered effectively agreed upon expiry of that notification period. In case you object, the user contract shall be continued subject to the current conditions. We reserve the right to terminate the user contract in case of objection in accordance with 5. You shall be notified of your right to objection and any consequences thereof in the amendment notification.

12. Amendments to the “centralised Bosch-ID” service

We shall be authorised to amend the complimentary centralised Bosch-ID service, make available new services free of charge or payable and to discontinue the provision of complimentary services.

13. General provisions

- 13.1. For detailed information about us as the Provider of the registration page for the centralised Bosch-ID, please refer to our disclaimer.
- 13.2. This contract shall be governed by South African law.
- 13.3. Should any provision of these Terms of Use be or become invalid, the validity of the remaining provisions shall remain unaffected. In such a case, the parties shall be obliged to contribute to the generation of provisions validly achieving a result that best approximates the economic result intended by the invalid provision. The above shall apply to the closing of any contractual gaps, accordingly.