

Terms of use

for the use of the WITTE Digital Portal

Important: Please read through the following terms of use carefully and make sure that you have understood the provisions. WITTE-Velbert GmbH & Co. KG ("**WITTE**") is only prepared to allow you (the "**User**") to use the WITTE Digital Portal on the condition that you agree with all the provisions and expressly accept them. This can be done by pressing the "I agree" or "Yes" button. If you do so, you shall be deemed to have accepted these terms of use. If you do not agree with all the provisions of the software license agreement, please press the "Cancel", "No" or "Close window" button. In this case, you may not install the WITTE Digital App, use it or otherwise dispose over it.

1. General

WITTE offers the opportunity to manage a vehicle fleet and to evaluate and display certain data of the vehicles via the WITTE Digital Portal. A prerequisite for the display and evaluation of vehicle data is an existing Internet or mobile phone connection to the respective motor vehicle; this does not fall within the area of responsibility of WITTE. If this connection is interrupted, no vehicle data can be transferred to the WITTE Digital Portal; this will only happen after a connection has been re-established.

2. Scope

- 2.1 The use of the WITTE Digital Portal, including the following updates, shall be subject to these terms of use.
- 2.2 WITTE reserves the right to extend, modify or replace these terms of use in individual cases with further conditions. The User shall be informed of this in advance and must consent to it. Said information shall then be displayed when the WITTE Digital Portal is opened. WITTE may require the User to consent to the new conditions before they can make further use of the WITTE Digital Portal.

3. Granting of rights

- 3.1 WITTE herewith grants the User a simple, temporarily limited terms of use of the WITTE Digital Portal in connection with these conditions and subject to the restrictions regulated herein.
- 3.2 The User is in particular forbidden to copy, hire, or lease, translate, process or otherwise alter the WITTE Digital App in its entirety or in part, or otherwise alter, sublet or publicly reproduce the WITTE Digital App in wired or wireless form, including making it available to the public in such a way that it is available to members of the public from places and at times of their choice. The User shall also be forbidden to decompile, dis-

assemble or reverse engineer the subject of the license unless the User is authorized to do so in accordance with relevant, mandatory copyright law.

- 3.3 All rights to the source code of the WITTE Digital Portal shall belong exclusively to WITTE.
- 3.4 WITTE and its licensors shall have sole, exclusive rights to all industrial copyrights in the WITTE Digital Portal, including its content and representation as well as all data already provided to them.
- 3.5 WITTE reserves the right to revise, extend or delete any part of the WITTE Digital Portal from time to time at its sole discretion. WITTE shall also be entitled, at any time and from time to time at its sole discretion, to amend or make available updates or upgrades of the WITTE Digital Portal or of components themselves. The User agrees and acknowledges that none of WITTE's products or services which are not expressly described in the agreement shall hereby licensed to it.
- 3.6 Subject to the aforementioned regulations, the User acknowledges that the WITTE Digital App software contains other terms of conditions concerning the use of such software; however it is still subject to the conditions of this agreement. Open-source software licenses shall apply for certain integral parts, which means that each software license which is approved through the open source initiative as open source software or through a correspondingly comparable license makes it a condition for the sale of such a software licensed under such a license that the seller of this software has made this software available in source code format. Upon request, WITTE shall inform you about the integral software components which fall under such a license as well as their respective terms of use. However, these can be amended by third-party providers at any time. If required, the licensor shall hereby make the corresponding software available in source code format.

4. Internet connection

- 4.1 The User agrees that an Internet connection is required to use the WITTE Digital Portal and particular characteristics for which the User is solely responsible. The operation of the WITTE Digital Portal can, depending on the opportunity, bandwidth and other technical limitations over which WITTE has no influence, be limited or restricted. The responsibility for this lies with the third party which provided the Internet connection.
- 4.2 The User further agrees that the provision of data in the WITTE Digital Portal requires the existence of a mobile phone connection to the respective automobile. If such a connection does not exist, WITTE shall not be responsible for ensuring that data can subsequently be displayed and evaluated.

5. Third-party conditions

WITTE uses the WITTE Digital Portal services of third parties to provide its services; the User must also agree to the terms of use of said third parties. Currently, this includes a service of the company Geotab. By consenting to these terms of use, the User simultaneously consents to the conditions of Geotab, which can be viewed [here](#) .

6. Liability

WITTE shall only be liable in accordance with these conditions under the following provisions in 6.1 to 6.5:

- 6.1 WITTE shall be liable without limitation for intentional or gross negligence by WITTE, damages caused by its statutory representatives or managerial employees as well as for damages caused intentionally by other auxiliary agents.
- 6.2 WITTE shall be liable without limitation for intentional or gross damages resulting from injury to life, limb or health cause by WITTE, its statutory representatives or auxiliary agents.
- 6.3 WITTE shall be liable for damages due to a lack of guaranteed properties up to the amount covered by the purpose of the assurance and which was apparent to WITTE at the time of the issue of the assurance.
- 6.4 WITTE shall be liable for product liability damages corresponding to the regulations in the Product Liability Act.
- 6.5 WITTE shall be liable for damages arising from the violation of material obligations by WITTE, its legal representatives or auxiliary agents; material obligations are essential duties which form the basis of the agreement, which were decisive for the conclusion of the agreement and upon whose fulfillment the licensee may rely. If WITTE violates these material obligations through simple negligence, its liability shall be limited to the amount which was foreseeable for WITTE at the time of the respective performance.
- 6.6 Further liability of WITTE shall be excluded.

7. Guarantee

WITTE shall guarantee the agreed quality and that the User can use the WITTE Digital Portal without violating the rights of third parties. The guarantee for material deficiencies shall not apply for defects which are based on the fact that the WITTE Digital Portal is used in a hardware and software environment in which the requirements mentioned in the product description are not fulfilled or for amendments and modifications which the User has undertaken on the WITTE Digital Portal, without it being necessary by law, under this agreement or without WITTE's prior written consent.

8. Data security

With the conclusion of this agreement, the User agrees to the validity of the data protection regulations of WITTE in their respective valid version.

9. Blockage

In the event that the User violates these terms of use, WITTE reserves the right to exclude the User from further use of the Portal and block their access hereto.

10. Final provisions

- 10.1 WITTE shall not assume responsibility for links and other content of third-party providers which are in the WITTE Portal. WITTE shall not check such content itself but rather only offer access to said content as a service provider in the sense of the Telemedia Act without making said content its own.
- 10.2 The material law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on the International Sale of Goods (CSIG) and the regulations governing international private law.
- 10.3 The parties agree that the registered office of WITTE shall be the sole place of jurisdiction for all disagreements arising out of and in connection with these conditions, provided that the user is a business person in the sense of the German Commercial Code or has no registered office in the Federal Republic of Germany in the event that legal action is undertaken.