

Effective from: Apr 6, 2023 (Version: 38177)

# Terms of Use

These Terms of Use govern the creation and use of the SingleKey ID (as defined below) provided by Bosch.IO GmbH, Ullsteinstrasse 128, 12109 Berlin, Germany ("**Provider**", "**we**" or "**us**") to you as an end user ("**User**", or "**you**"). Bosch.IO GmbH offers the SingleKey ID as a service for its affiliated companies and other third parties. Depending on where you reside, there may be separate supplemental terms relating to your registration and use of the SingleKey ID, as outlined in the relevant "Supplemental Terms – Jurisdiction-Specific" section below, in which case you also hereby agree to such Supplemental Terms – Jurisdiction-Specific.

In the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction-Specific and the rest of these Terms of Use, the relevant Supplemental Terms – Jurisdiction-Specific will supersede and control with respect to your registration and use of the SingleKey ID.

## 1. Definitions

**Access Credentials** means any user ID (for example e-mail address or mobile phone number of the User) and freely chosen password created and used by the User to access and control the User Account.

**Agreement** means the contract entered into between us and you on the basis of these Terms of Use.

**SingleKey ID** refers to Provider's single sign-on authentication service, which enables access to various Services.

**Content** means software, software functionalities, data, texts, audio, videos, pictures, documentations, contributions, products and any other information accessible through or in connection with the Services.

**Service(s)** means applications such as, apps, web shops, online platforms or websites provided by us, our affiliates or other third parties.

**Registration** means the process of creating a User Account within the scope of which the User provides Access Credentials.

**User** means the owner of a User Account.

**User Account** means the access authorization to the SingleKey ID.

## **2. Scope of Services**

2.1. The SingleKey ID enables access to various Services which are independent of this Registration. Data required to access any such Services will be transferred from your User Account to the respective Service.

2.2. The scope and exact Content of the Services can be found in the description for such Services. Your use of the Services is subject to separate terms and conditions. Depending on the applicable Service, additional information, such as surname, first name or payment data may be required.

2.3. User acknowledges and agrees that (i) the SingleKey ID is made available to User free of charge; and (ii) Provider does not warrant and you are not entitled to an uninterrupted or error free use of the SingleKey ID. User's use of the SingleKey ID may be impaired by maintenance work, further developments or other disturbances (e.g. hardware and software errors, technical problems with data transmission) which may also lead to data loss. The Provider shall use reasonable efforts to ensure that the SingleKey ID can be used without interruptions.

## **3. Registration of a SingleKey ID, User Account**

3.1. The use of the SingleKey ID requires the creation of a User Account. To create a User Account a Registration is required. Registration and use of the SingleKey ID are free of charge.

3.2. To register a SingleKey ID, you must be of legal age as determined by applicable law. Minors, legally incompetent persons, and persons whose access authorization has been revoked are not permitted to register. If you accept these Terms of Use as a representative of an entity, you represent and warrant to us that you have the legal authority to bind such entity.

3.3. During the Registration process you will be asked to enter your Access Credentials. By submitting your Access Credentials, you make an offer to conclude an Agreement for a User Account on the basis of these Terms of Use. After submitting your Access Credentials, the user ID is verified, for example by us sending you a confirmation link to the e-mail address you provided to us or by us sending you a code to the provided mobile phone number (double opt-in). We accept your offer by activating your User Account after successful verification of the user ID. You are then entitled to use the SingleKey ID subject to these Terms of Use. Provider in its sole discretion may reject your application for a User Account, and/or revoke or suspend your User Account and the use of the SingleKey ID.

3.4. We will send the Terms of Use to the e-mail address you have provided and store the Terms of Use you have accepted. In addition, you will have access to the currently applicable Terms of Use after accepting these Terms of Use.

3.5. The contract language depends on the language setting selected by the User.

3.6. You may only register once for a SingleKey ID. Your registration, the Agreement and the User Account including Access Credentials are not transferable.

3.7. You are responsible and liable for any use of the SingleKey ID and your User Account resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of these Terms of Use.

## **4. Responsibility for Access Credentials**

4.1. You must keep your Access Credentials confidential and shall not make them accessible to any unauthorized third party under any circumstances.

4.2. Additionally, you must ensure that the Access Credentials and Services are accessed and used exclusively by you or by persons authorized by you. User shall immediately change its password and inform Provider upon becoming aware of any unauthorized access or suspected access to User's User Account and/or the Access Credentials.

## **5. Suspension**

5.1. Provider in its sole discretion may temporarily or permanently suspend your SingleKey ID for (i) any violation of these Terms of Use and/or any applicable law or regulation by you or anyone acting on your behalf, unless you are not responsible for such violation, or (ii) any other legitimate reason. Your legitimate interests will be duly taken into account when deciding whether to suspend the Service.

5.2. Any repeated violation of these Terms of Use may result in a permanent suspension of your User Account and exclude you from any future use of the SingleKey ID.

5.3. We will notify you prior to any such suspension, indicating the reason and any options to appeal, except where we are legally justified for example, if there are serious or repeated violations.. Your legitimate interests will be taken into account in making such decision.

5.4. In the event of a temporary suspension, the access authorization will be reactivated the earlier of (i) the expiration of the suspension period, or (ii) reason for such suspension has been eliminated or cured. A permanently suspended access authorization cannot be restored.

## **6. Data Protection**

The data privacy policy for the SingleKey ID in its current version applies.

## **7. Liability**

7.1. We are liable in accordance with the statutory provisions

a) in the event of loss of life, injury of body or health of a person,

b) fraudulent intent, intent or gross negligence,

c) according to the regulations of Product Liability Law (Produkthaftungsgesetz), as well as

d) to the extent of a guarantee assumed by us.

7.2. In case of damage to property and financial losses caused by mere negligence, we and our agents shall only be liable in the event of a breach of a material contractual obligation, but limited to the foreseeable and typical damage of such Agreement at the time of conclusion of the Agreement; material contractual obligations are those whose fulfilment characterizes the Agreement and on which you may rely.

7.3. In all other respects our liability is excluded. This does not affect the provision in Section 10.1.

7.4. The above limitations of liability shall also apply in the event of the fault of one of our agents as well as for the personal liability of our employees, representatives and organs.

## **8. Term, Termination**

8.1. The term of the Agreement begins on the date of Registration and ends with a termination by either party in accordance with these Terms of Use.

8.2. Ordinary Termination

a) You may terminate the Agreement for the SingleKey ID at any time for convenience by deleting your User Account. We will provide an account deletion mechanism for this.

b) We also reserve the right to terminate the Agreement at any time upon three (3) months' prior notice to you. Our right to suspend the User Account in accordance with Section 5 and to change in accordance with Section 9 shall remain unaffected.

8.3. The right of the parties to terminate for good cause without observing a period of notice shall remain unaffected.

8.4. Effect of Termination

a) Upon termination, the SingleKey ID service will no longer be accessible to you, and, your authorization to use the SingleKey ID is revoked.

b) In addition, upon termination, your access to the Services used by you via the SingleKey ID also ends.

c) Any data created as part of your Registration will be irrevocably deleted by us within thirty (30) calendar days of termination or after any statutory retention periods have expired, or earlier if required under applicable data protection laws or regulations.

## **9. Changes**

### **9.1. Changes to these Terms of Use**

We reserve the right to change these Terms of Use at any time in our sole discretion. You will be notified of such changes at least thirty (30) calendar days before the changes are due to take effect. Unless you object within thirty (30) calendar days of receipt of the notification or continue to use the SingleKey ID after the expiry of the objection period, the changes shall be deemed to have been accepted by you effective after expiration of the objection period. In the event of your objection, the Agreement will be continued under the previous conditions. We reserve the right, in the event of an objection, to terminate the Agreement in accordance with Section 8. The change notice will contain information regarding your right to object and of the consequences of such objection.

### **9.2. Change in Performance**

We reserve the right to change the scope of the SingleKey ID, to make new functionalities available free of charge or for a charge, to charge for functionalities previously available free of charge and to discontinue the provision of the SingleKey ID altogether. We will take the legitimate interests of the User into consideration. We will inform you before free functionalities become chargeable.

## **10. Applicable Law and Place of Jurisdiction**

10.1. These Terms of Use are subject to the laws of the Federal Republic of Germany. If you are a consumer, this choice of law shall only apply insofar as it does not deprive you of the protection granted to you by the mandatory legal provisions of the state in which you normally reside. The application of UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

10.2. If the User is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all legal disputes arising from or in connection with

these Terms of Use shall be Stuttgart, Germany. The same applies if a User does not have a general place of jurisdiction in Germany or the place of residence or habitual abode is not known at the time the action is filed.

## **11. Online Dispute Resolution Platform, Participation in Dispute Resolution Proceedings**

11.1. The European Commission provides a platform for online dispute resolution (OS). This platform is intended to serve as a contact point for the out-of-court settlement of disputes concerning contractual obligations of online sales contracts and online service contracts. The platform can be reached at <http://ec.europa.eu/consumers/odr/>.

11.2. We are not obliged to participate in a dispute resolution procedure before a consumer arbitration board and have decided against voluntary participation. Complaints, complaints, questions and remarks can be made or submitted under the contact data mentioned in the company information.

## **12. Final Provisions**

12.1. Detailed information about us as Provider of the SingleKey ID can be found in our company information.

12.2. Should any provision of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions.

## **SUPPLEMENTAL TERMS – JURISDICTION-SPECIFIC**

### **I. CANADA.**

This Section I sets forth provisions that replace, amend or supplement the Terms of Use when User is a resident of Canada.

#### **A. Warranty Disclaimer.**

The following provisions are added as new Section 2.4 of the Terms of Use:

“2.4 IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE WARRANTY DISCLAIMERS CONTAINED IN THIS SECTION 2.4 DO NOT LIMIT YOUR RIGHTS AND REMEDIES UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED UNDER SECTIONS 34 TO 54 OF SUCH ACT.

EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS OF USE, THE SINGLEKEY ID IS PROVIDED “AS IS” AND “AS AVAILABLE”, AND WE MAKE NO WARRANTIES, EXPRESS,

IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SINGLEKEY ID, OR ANY MATTER WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

TO THE EXTENT APPLICABLE, FREE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND WE MAKE NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE FREE SERVICES. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. ADDITIONALLY, WE DO NOT WARRANT THAT THE FREE SERVICES WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE FREE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. WE DO NOT WARRANT THAT THE USE OF FREE SERVICES WILL NOT BE IMPAIRED BY DOWNTIME, MAINTENANCE ACTIVITIES, FURTHER DEVELOPMENTS, UPDATES AND UPGRADES OR MALFUNCTIONS."

## **B. Liability.**

The following provisions replace Section 7 of the Terms of Use in its entirety:

### "7 Liability Disclaimer

7.1 IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE PROVIDER FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.

7.2 WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR ANY OTHER CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES), ARISING OUT OF ANY USE OF THE SINGLEKEY ID OR IN ANY WAY RELATED TO THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SINGLEKEY ID).

7.3 OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT AND ANY CLAIMS ARISING HEREUNDER WILL NOT EXCEED, IN ANY EVENT, THE AMOUNT YOU HAVE PAID HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF THE FIRST OF ANY SUCH CLAIM. THE FOREGOING LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY."

## **C. Termination and Personal Data.**

Section 8.4 of the Terms of Use is modified by adding the following as a new Section 8.4(d):

“(d) For personal data, we shall comply with any and all obligations imposed by the relevant privacy legislation including, without limitation Canada’s Personal Information Protection and Electronic Documents Act and substantially similar provincial legislation, as well as any applicable federal or provincial privacy or data protection legislation applicable to public bodies or public institutions in Canada, each together with the regulations thereto as amended from time to time.”

**D. Applicable law and place of jurisdiction.**

The following provisions replace Sections 10.1 and 10.2 of the Terms of Use:

“10.1 IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE IMMEDIATELY FOLLOWING JURISDICTION PROVISIONS DO NOT APPLY.

10.2 The Agreement is subject to and will be interpreted in accordance with the laws of the Province of Ontario, Canada and the laws of Canada applicable therein. You acknowledge and agree that the courts sitting in the City of Toronto, Ontario shall have exclusive jurisdiction to hear any claims arising hereunder.”

**E. Dispute Resolution.**

Section 11 of the Terms of Use are deleted in their entirety and replaced with “11. [INTENTIONALLY OMITTED]”.