

Mercedes-Benz B2B Connect、B2B Connect APP、售後應用程式及資料內容之使用條款

1. 一般資訊

- 1.1 Mercedes-Benz B2B Connect 平台（下稱「**B2B Connect**」）係一資訊及交易平台，提供維修、保養及 Mercedes-Benz 原裝零組件之相關資訊及取得管道。
- 1.2 客戶得透過 B2B Connect 使用 Mercedes-Benz 原裝零組件之線上銷售機制。透過 B2B Connect，客戶得於線上自行研究 Mercedes-Benz 原裝零組件，查看原裝零組件之價格及庫存，並向 Mercedes-Benz 授權合作夥伴進行訂購。此外，B2B Connect 亦為客戶提供更多便利性，如取得 Mercedes-Benz 授權合作夥伴之銷售活動資訊，以及進行訂單管理（包括訂單範本）。

此外，客戶亦得透過接取 B2B Connect 之行動版本、B2B Connect APP，藉此於行動裝置上使用 B2B Connect 之特定功能（下稱「**B2B Connect APP**」）。此外，客戶得接取（但前提為相關市場有提供）線上維修及服務資訊，包括維護資訊、診斷解決方案、維修廠設備（下稱「**售後應用程式及資料內容**」）；B2B Connect、B2B Connect APP 及售後應用程式及資料內容以下亦合稱為「**本系統**」。

最後，作為 B2B Connect 之一部分，客戶得使用評估工具以就本系統及其效能進行評估並提供反饋意見（下稱「**5*Rater**」）。

- 1.3 B2B Connect 及 WebParts 之提供者為台灣賓士股份有限公司，其設立地為 105 台灣台北市民生東路三段 129 號 13 樓（下稱「**台灣賓士**」）。於歐盟（EU）、歐洲自由貿易聯盟（EFTA）或英國境內可透過 B2B Connect 購買及使用之售後應用程式及資料內容，其供應商為 Mercedes-Benz AG，其登記辦事處設於德國斯圖加特（下稱「**MBAG**」）。於上列地區之外，售後應用程式及資料內容之供應商應為台灣賓士。
- 1.4 本系統屬 Mercedes-Benz AG（下稱「**MBAG**」）擁有並由其提供技術支援。本系統專供《德國民法典》第 14 條所定義之商業客戶使用，亦即，專供從事機動車輛之維修及保養服務之企業對企業（B2B）及獨立承包商（下稱「**客戶**」）使用。終端客戶及消費者明示禁止使用本系統。
- 1.5 客戶是否能夠使用本系統，取決於客戶之帳號申請是否已通過（詳下文第 2.2 條所載申請流程），申請通過後將透過電子郵件通知客戶。於申請帳號時，客戶應提供其組織名稱及地址，以及負責管理該帳號之管理員（下稱「**客戶管理員**」）姓名及電子郵件地址。同一組織若有其他使用者需使用 WebParts，則需由客戶管理員設定額外帳號。各組織僅得有一名客戶管理員。此外，客戶必須為其適用系統之獲授權使用者。成為授權使用者之條件載於本使用條款（下稱「**本使用條款**」）。客戶同意接受本使用條款，不代表客戶有權對上述所有系統之供應提出任何主張。

1.6 本使用條款定義客戶使用本系統之規則。

2. 技術要求、註冊及帳戶、使用政策、授權

2.1 為使用本系統，客戶需配備標準桌上型/筆記型電腦/平板電腦，以及與現今網路標準相容之瀏覽器。

2.2 為使用本系統，客戶需透過 MBAG 之售後使用者管理 (UMAS) 系統進行註冊並創設帳號；此等註冊及帳號創設均受 UMAS 之使用條款及資料保護規則所拘束。客戶提出帳號申請並收到 MBAG 電子郵件確認後，客戶即成為 B2B Connect 平台及可透過此平台接取之其他系統的授權使用者，惟本系統之使用仍受下列條件、使用條款及其他資料保護聲明所拘束。

2.3 客戶承諾不向任何未經授權之人（具體而言，客戶組織以外之人）透露客戶或客戶人員（例如，其員工）之帳號資料。台灣賓士對於客戶組織內部誤用使用者帳號及密碼之行為不承擔任何責任。

2.4 於客戶有不當使用本系統之跡象時，台灣賓士有權封鎖客戶/客戶之使用者。具體而言，當客戶將本系統或其中提供之資訊作預期用途以外之使用時，或客戶將本系統用於非法目的或侵犯台灣賓士或第三方權利時，或於不遵守台灣賓士規定之其他準則的情況下使用本系統，則應被視為不當使用。因此，客戶保證，其提供予台灣賓士之資訊，特別係與依據第 1.4 條申請帳號相關之資訊，均屬真實且完整之資訊。客戶承諾，若其所提供之資料後續有任何變更，應及時通知台灣賓士。此等約定亦適用於客戶為授權使用者設定額外帳號時所提供之資訊。此外，客戶承諾其使用 B2B Connect 時所使用的硬體及軟體，包括工作站電腦、平板電腦、路由器、資料通訊系統等，不存在任何病毒、蠕蟲、木馬等。對於客戶上傳之任何資料，客戶承諾確保其為上傳資料之所有權利之所有人，且有權自由處置及使用該等資料，包括該等上傳資料不受得反對其使用之第三方權利所限制。

2.5 以客戶遵守本使用條款為前提，台灣賓士或其內容提供者授予客戶一有限、非專屬、不得轉讓、不得轉授權之權利，使其得為自身商業用途存取及使用 B2B Connect、B2B Connect APP、售後應用程式及資料內容。本使用條款中未明示授予客戶之所有權利，均歸屬於台灣賓士或其授權人並由其保留。客戶無權允許其組織以外之第三方接取 B2B Connect。惟此約定不適用代表客戶執行與使用 DSB 相關之作業的第三方。未經台灣賓士明示書面同意，客戶不得設計或使用成幀技術使用 B2B Connect、B2B Connect APP、售後應用程式及資料內容之任何商標、標識或其他專有資訊（包括圖像、文本、頁面配置或形式）。

3. 服務之供應

3.1 因網站及 B2B Connect APP 定期維護所需，WebParts 可能會出現供應中斷之情況。因不可抗力事件或其他超出台灣賓士控制範圍之原因，亦可能使本服務發生供應中斷之情況。

3.2 台灣賓士特此聲明：

- 1) 使本系統免於任何形式之錯誤在技術上是不可能的，因此提供者不承擔任何責任；
- 2) 若發生錯誤可能導致本系統暫時關閉；及
- 3) 本系統之可用性，取決於超出台灣賓士控制範圍之條件及性能，如傳輸能力及關係方之間的通訊連結。台灣賓士對此範圍內之供應中斷不承擔任何責任。

4. 關於使用 B2B Connect、B2B Connect 賣方中心之法定通知

B2B Connect 所提供的服務使客戶能夠更快找到適用其終端客戶車輛之零組件及技術資訊。透過同意接受本使用條款，客戶同意向終端客戶提供所有相關資訊，並保證客戶有權依據適用法律使用終端客戶之個人資料，特別是關於終端客戶車輛之車輛識別號碼、車輛登記號碼及終端客戶之姓名（如適用且已輸入該等資料）。

於提出要求後，客戶得透過 B2B Connect 賣方中心（下稱「賣方中心」）取得預先選定 Mercedes-Benz 授權合作夥伴之支援，使該等 Mercedes-Benz 授權合作夥伴能夠支援關於 B2B Connect 之申訴或其他請求。獲選之 Mercedes-Benz 授權合作夥伴得受理客戶之維修請求（如受理維修表單），以提供支援。此等支援僅於客戶及 Mercedes-Benz 授權合作夥伴間提供，且完全由後者負責。台灣賓士對 Mercedes-Benz 授權夥伴使用賣方中心或依據賣方中心提供之額外支援不承擔任何責任。然而，第 11 條約定不應因此受任何影響。

5. 關於使用 B2B Connect 之其他條款

5.1 然而，為透過 B2B Connect 購買零組件，客戶必須接受個別適用之使用條款，並由相應之 Mercedes-Benz 授權合作夥伴啟用線上訂購權限。此後，客戶得直接透過 B2B Connect 向 Mercedes-Benz 授權合作夥伴購買零組件。該等購買行為將基於一般條款及條件以及資料保護規則或 Mercedes-Benz 授權合作夥伴之通知，該授權合作夥伴係指與客戶締結契約之合作夥伴。相關款項將另行單獨處理，並受 Mercedes-Benz 授權合作夥伴之一般條款及條件所拘束。

5.2 客戶得自 Mercedes-Benz 授權合作夥伴處挑選零組件，並透過點選「加入購物車」按鈕，將其納入線上購物車中。

5.3 零組件之提供不應構成《德國民法典》第 145 條所定義之任何具有法律拘束力之要約，而僅構成向 Mercedes-Benz 授權合作夥伴提出報價之誘引。若 Mercedes-Benz 授權合作夥伴及客戶未有其他相反約定，透過點選「送出訂單」按鈕，客戶即提交具有拘束力之購買零組件申請，當 Mercedes-Benz 授權合作夥伴透過出具訂單確認函來接受客戶訂單時，雙方契約將即視為成立。該訂單成立確認函得由 Mercedes-Benz 授權合作夥伴以電子形式發送，亦得由 B2B Connect 系統自行產生。就此，台灣賓士僅為傳遞雙方意思表示之使者。於提交訂單前，客戶得隨時變更及查看資料。

- 5.4 在提交訂單前，客戶必須確認其選擇的品項是否適用相關車輛。Mercedes-Benz 授權合作夥伴得透過 B2B Connect 向客戶提供訂購零組件預計到貨時間之資訊。
- 5.5 當透過 B2B Connect 向 Mercedes-Benz 授權合作夥伴訂購零組件時，Mercedes-Benz 授權合作夥伴之公司資料及折扣資訊將顯示於系統中。於訂購零組件時，Mercedes-Benz 授權合作夥伴將取得訂單之詳細資訊（訂購零組件數量、訂單號碼），包括公司之詳細資訊（組織名稱及地址、使用者名稱、電子郵件、電話號碼等），其中亦會記載客戶及相關交易資訊。該等資訊將用於線上訂購零組件及相關市場接受度測試，以及系統之進一步開發。
- 5.6 關於客戶透過 B2B Connect 執行交易之特定資訊將被提供予台灣賓士，並於 B2B Connect 中向客戶顯示，包括訂單紀錄、所購零件之具體資訊等。
- 5.7 關於客戶個人資料（亦即，為達成零組件採購而提供予 Mercedes-Benz 授權合作夥伴之資訊）處理之進一步資訊，得於各 Mercedes-Benz 授權合作夥伴之隱私權政策或相關規定中列載。
- 5.8 Mercedes-Benz 授權合作夥伴、台灣賓士及 MBAG 不承擔任何資料遺失或錯誤之責任，例如關於安裝、價格、折扣、預計到貨時間及退貨之資訊。系統顯示之零組件庫存及預計到貨時間係基於實務經驗所提供之資訊，不具有拘束力，亦不承諾任何出貨時程。

6. 關於使用 B2B Connect APP 之進一步約定

- 6.1 透過 B2B Connect APP，行動裝置上可使用特定的 B2B Connect 功能。使用者可使用與當前 B2B Connect 網路平台相同的憑證登錄 B2B Connect APP。例如，B2B Connect APP 提供 VIN 掃描的附加功能，可直接透過行動裝置之鏡頭讀取 VIN，而毋須手動將其輸入 B2B Connect，據此，舉例說明之，相應型號的適用零組件就會直接顯示在 B2B Connect APP 中。B2B Connect APP 亦供使用者透過智慧型手機鏡頭直接掃描車輛零組件，為使用者提供最佳適配清單；惟該功能僅適用於肉眼可見之零組件。
- 6.2 客戶可透過點選「加入購物車」按鈕，在購物車內選擇並蒐集零組件。應用程式中的購物車與網站上的 B2B Connect 購物車同步。訂購流程保持不變。
- 6.3 客戶使用 B2B Connect APP 時應遵守本合約所載 B2B Connect 條款。

7. 關於使用售後應用程式及資料內容之進一步約定

- 7.1 若台灣賓士位於歐盟（EU）、歐洲自由貿易聯盟（EFTA）或英國境內，透過 B2B Connect 訂購售後應用程式及資料內容時，客戶將直接向 MBAG 購買相關服務。若台灣賓士位於歐盟（EU）、歐洲自由貿易聯盟（EFTA）或英國以外之地區，售後應用程式及資料內容將自台灣賓士購買。對於實際購買之售後應用程式及資料內容，將適用 MBAG 或台灣賓士之一般條款及條件，包括相關之資料保護約定及通知。

7.2 客戶得選擇售後應用程式及資料內容，並透過點擊「加入購物籃」按鈕將其納入購物車中。

7.3 售後應用程式及資料內容之提供不應構成《德國民法典》第 145 條所定義之任何具有法律拘束力之要約，而僅構成提出報價之誘引。若台灣賓士或 MBAG 與客戶未有其他相反約定，透過點選「確認訂單並付款」按鈕，客戶即提交具有拘束力之購買售後應用程式及資料內容申請，當台灣賓士或 MBAG 透過出具訂單確認函來接受客戶訂單時，雙方契約將即視為成立。該訂單成立確認函將以電子形式發送。就此，台灣賓士僅為傳遞雙方意思表示之使者。於提交訂單前，客戶得隨時變更及查看資料。

7.4 關於透過 MBAG 或台灣賓士處理客戶或其顧客個人資料之資訊，於提供售後應用程式及資料內容之情況下，會於售後應用程式及資料內容所適用之資料保護規則中明載。

8. 關於使用 5*Rater 之進一步約定

8.1 當使用 5*Rater 對 Mercedes-Benz 授權合作夥伴之表現進行評價時，客戶之特定資訊（包括客戶公司名稱及採購相關資訊）將被轉發予台灣賓士及與客戶評價相關之 Mercedes-Benz 授權合作夥伴。

8.2 關於 MBAG、台灣賓士或 Mercedes-Benz 授權合作夥伴如何使用該等資訊之進一步詳情，見 B2B Connect 之隱私權政策。

9. 著作權及資料庫權利

9.1 所有包含於本系統當中或由 WebParts 提供之內容，如文本、圖形、標識、按鈕圖示、圖像、音檔、數位下載及資料集，均受著作權及其他智慧財產權法之拘束，不得進行複製（無論是否係為商業目的或再發布所為），亦不得修改及用於其他網站。特定素材受其提供者之著作權保護。

9.2 未經 MBAG 明示書面同意，客戶不得全面性/系統性之擷取及/或再使用本系統之基礎部分。具體而言，未經 MBAG 明示書面同意，客戶不得使用資料探勘、機器人或類似之資料蒐集及擷取程式來擷取本系統之任何重要部分供再使用（無論一次或多次）。此外，未經 MBAG 明示書面同意，客戶不得創建及/或設立包含本系統重要部分之自有資料庫。

10. 無形財產權之主張

MBAG 尊重第三方之無形財產權。若客戶認為其無形財產權之使用方式有侵權疑慮，應依程序向台灣賓士/MBAG 通報侵權。

11. 責任

11.1 台灣賓士持續努力確保本系統之不間斷供應及無錯誤之傳輸，但因受限網路特性而無法在此方面作出保證。為維修、維護或納入新設備等事由，客戶使用本系統系統時可能偶爾遭到中斷或限制。台灣賓士將盡力降低該等臨時中斷或限制之頻率及時間。

11.2 台灣賓士之責任排除及限制亦適用其員工、代表及代理人之個人責任。

11.3 關於所購買售後應用程式及資料內容之供應，將適用台灣賓士或 MBAG 各自之一般條款及條件。

12. 其他網站之連結

12.1 對於非台灣賓士所經營之其他網站連結，以及該等網站之內容，台灣賓士無法控制該等網站之內容，因其完全獨立於台灣賓士。

12.2 因此，台灣賓士對該等網站之內容及使用之後果不承擔任何責任。客戶透過連結造訪該等網站時，應自行承擔相關風險。

12.3 其他網站亦可能會連結至台灣賓士網站，設置該等連結需事先取得台灣賓士同意。

12.4 針對台灣賓士產品供應商提供連結之網站，該等網站之使用條款將適用於其網站服務。

13. 使用條款之變更

台灣賓士有權變更透過 B2B Connect（包括 B2B Connect APP 及售後應用程式及資料內容）提供之功能，惟前提係本使用條款毋須因該等變更而作出相應變更。台灣賓士應於該等變更前至少一個月形諸文字（如電子郵件）通知客戶。

台灣賓士有權隨時單方面變更本使用條款，但以該等變更對客戶無侵害或有利於客戶為限。否則，台灣賓士應於變更前至少六（6）週形諸文字通知客戶。若客戶於收到通知後四（4）週內未提出異議，則該等變更將於通知後六（6）週後對雙方當事人產生拘束力。台灣賓士應於前述通知中，向客戶說明未就該等變更提出異議之效果。客戶有權就該等變更提出異議。若客戶提出異議，台灣賓士有權因故終止客戶使用受該等變更影響之本系統內容。

關於所購買售後應用程式及資料內容之供應，將適用台灣賓士或 MBAG 各自之一般條款及條件。

第 14 條約定應不受影響。

14. 有效期間及終止

14.1 本使用條款客戶同意接受時生效，並於終止前繼續有效（就本第 14 條所載之所有終止而言，以文本形式為之即足）。

14.2 客戶得隨時以四（4）週事前通知終止本使用條款，屆期後其使用 B2B Connect 及 B2B Connect APP 之權利將相應終止。關於所購買售後應用程式及資料內容之供應，將適用相關條款及條件。

14.3 台灣賓士得停止供應 B2B Connect 及 B2B Connect APP，並得以四（4）週事前通知終止客戶之使用權。關於所購買售後應用程式及資料內容之供應，將適用相關條款及條件。

14.4 任一方當事人均得因故立即終止本使用條款。

14.5 於主授權中止之情況下，本使用條款得因故終止。台灣賓士向客戶提供 B2B Connect 及 B2B Connect APP 之權利，來自 MBAG 及台灣賓士間之協議。因此，若台灣賓士提供 B2B Connect 及 B2B Connect APP 之權利經 MBAG 終止/屆滿，台灣賓士毋須事先書面通知客戶，即可終止本使用條款。

15. 準據法及管轄權

15.1 因本使用條款所生之糾紛及爭議，應以台灣法律為準據法。

15.2 由台灣台北市之法院專屬管轄。

16. 其他條款

16.1 若客戶違反本使用條款，台灣賓士有權於客戶每次違反本使用條款時行使其權利。

16.2 若本使用條款之任何部分因任何原因而成為無效、失效或無法執行，該部分應被視為已自本使用條款中刪除，不應影響任何其餘內容之有效性及可執行性。

16.3 單一條款成為無效，不應影響本使用條款其他條款之有效性。若出現該等情況，該等無效條款應被其他於法律上可接受、與無效條款含義及目的相符之條款所取代。

附錄一：平台規則

1. 通用平台規則

若出現不當使用 B2B Connect 或違反適用契約條款的跡象，台灣賓士有權封鎖合作夥伴或客戶（下稱「**使用者**」）或採取其他適當措施。具體而言，使用者將 B2B Connect 或其中提供的資訊用於非預期目的、用於非法目的或侵犯台灣賓士或第三方的權利，或在不遵守台灣賓士提供的其他準則的情況下使用 B2B Connect，則應視為不當使用。

使用者保證，向台灣賓士和其他使用者所提供之所有資訊，無論何時均屬真實、正確、完整，並符合所有法律規範及適用之契約條款。使用者承諾，若後續向台灣賓士提供的資訊發生任何與契約或使用關係相關的重大變更，將立即通知台灣賓士。

具體而言，B2B Connect 不得用於傳播涉及下列情事之資訊：種族歧視、不人道口號、虛偽不實資訊、攻擊、辱罵、騷擾、仇恨、淫穢、威脅或其他令人反感的資訊；違反法律規範或未充分遵守或執行適用要求的資訊（如標示或揭露透明義務）；提供或傳播構成刑事犯罪或違章的資訊；提供或傳播構成刑事犯罪或行政處罰的資訊。

若所提供資訊違反 B2B Connect 適用之使用條款，且台灣賓士已知悉該等違規（例如透過客戶、合作夥伴或其他第三方的報告），台灣賓士有權立即（如有必要，亦得暫時）封鎖或刪除相應內容，並進一步採取一切必要措施。

如有必要或適當，將依據違規行為的嚴重程度、頻率及次數採取以下措施：

- 暫時或永久刪除內容；
- 暫時封鎖使用者帳戶或使用者存取權限；
- 停用使用者帳戶或使用者存取權限三個月；
- 永久封鎖使用者帳戶及所有相關內容；
- 永久封鎖使用者帳戶及所有相關內容，並將接取資料（尤其是設定電子郵寄地址及其他用於識別使用者之主要資料）列入黑名單，使其無法建立新的使用者帳戶或內容；

在法律要求的範圍內，使用者將被告知台灣賓士的決定，並有機會提出陳述。在進一步提出陳述後（或沒有任何陳述的情況下），台灣賓士將重新考慮其決定，並就如何處理受影響的內容做出最終決定。依據具體情況，將採取 B2B Connect 相關使用條款所載之其他調解措施。使用者將收到關於調解決定的通知/電子郵件，包括其理由之說明。

關於依據《數位服務法》所作調解決定之意見或要求，可直接向第 1.3 條所載聯絡窗口提出。使用者需要說明其所指決定為何（例如說明日期、主旨及/或檔案編號），及其對該決定之異議或希望得到的更詳細解釋。

無法透過上述程序解決的投訴，可提交給經認證的法庭外爭議解決機構並由其處理。必要時，將在 B2B 網站的「法律聲明」中提供有關訴諸法庭外爭議解決機構的資訊。無論是否涉及此類機構，均可訴諸管轄法院。

2. 聯絡窗口

如需查詢 B2B Connect 上的內容，使用者可使用 B2B 網站「供應商/資料隱私權」下之聯絡資訊。在聯繫台灣賓士時，使用者應說明其查詢內容、聯繫台灣賓士的原因及台灣賓士如何幫助使用者解決查詢問題。

2.1 非法內容

若使用者欲通報非法內容及違反 B2B Connect 適用使用條款的行為，可使用 B2B 網站「供應商/資料隱私權」下之聯絡資訊。在聯繫台灣賓士時，使用者應明確說明其詢問內容，例如，使用者為何認為某些內容屬非法或違反哪些規定，在哪裡可以找到這些內容，使用者何時發現這些內容等。

2.2 針對決定所提異議及問題

若使用者欲聯繫台灣賓士以對上述針對其所作決定提出異議，使用者可使用 B2B 網站「供應商/資料隱私權」下之聯絡資訊。

Terms of Use for

Mercedes-Benz B2B Connect, B2B Connect App,

After Sales Applications and Data Content

1. General Information

- 1.1 The Mercedes-Benz B2B Connect platform (hereinafter referred to as "**B2B Connect**") is an information and trading platform that provides an overview of and access to repair and service information and Mercedes-Benz genuine parts.
- 1.2 The customers will have access to the online sales of Mercedes-Benz genuine parts, which is provided via B2B Connect. B2B Connect gives customers the opportunity to research Mercedes-Benz genuine parts independently, as well as to view prices and availability of genuine parts and order them from their Mercedes-Benz authorized partner. In addition, B2B Connect offers customers further advantages such as access to sales activities of your Mercedes-Benz authorized partner as well as order management including templates. In addition, Customer will have access to a mobile version of B2B Connect, the B2B Connect App through which certain functions of B2B Connect can be used on a mobile device (hereinafter referred to as the "**B2B Connect App**"). Besides, the customers get access, as far as available in the relevant market, to the online distribution of repair and service information, which is carried out as part of B2B Connect, including maintenance information, diagnostic solutions, workshop equipment (hereinafter referred to as "**After Sales Applications and Data Content**"; B2B Connect, B2B Connect App and After Sales Applications and Data Content hereinafter also jointly referred to as "**Systems**"). Finally, as part of B2B Connect, the customers may use an evaluation tool, which enables the customers to evaluate the Systems and the performance in this regard and provide feedback (hereinafter referred to as "**5★Rater**").
- 1.3 The provider of B2B Connect is MBTW with registered office in 13F., No. 129, Minsheng E. Road, Sec. 3, Taipei 105, Taiwan (hereinafter referred to as called "MBTW"). The provider of the After Sales Applications and Data Content which are available for purchase and use via B2B Connect within the European Union (EU), European Free Trade Association (EFTA) or the United Kingdom is Mercedes-Benz AG with its registered office in Stuttgart (hereinafter referred to as "MBAG"). Outside of those territories the provider of the After Sales Applications and Data Content shall be MBTW.
- 1.4 The Systems belong to and are technically supported by MBAG. The Systems are offered and intended exclusively for commercial customers within the meaning of Section 14 of the German Civil Code (BGB), i.e. for B2B and independent contractors who carry out repair and maintenance services for motor vehicles (hereinafter referred to as "**Customers**"). The use of the systems by end customers and consumers is expressly not permitted.
- 1.5 The permission to make use of the Systems depends on the acceptance of the Customer's application for admission (see registration process in Sec. 2.2 hereunder) which is made by an email confirming admission. In its application for admission, the Customer shall specify its organization and organization address as well as the Customer administrator's name and email address. Additional users of an organization can solely be created by the Customer administrator. Per organization only one administrator is permitted. In addition, the Customers must belong to the authorized group of persons of the respective System. Conditions for becoming an authorized user are set out below in these terms of use (hereinafter referred to as "Terms of Use"). The sole acceptance of these Terms of Use does not imply any claim by the Customer to the provision of all the above-mentioned Systems.
- 1.6 These Terms of Use define the rules of use of the Systems by the Customers.

2. Technical requirements, registration and accounts, use policy, license

- 2.1 In order to use the Systems, Customers need a standard PC/laptop/tablet and a browser compatible with modern web standards.
- 2.2 To use the Systems, a registration and account creation via the UMAS system of MBAG is required. For the registration and account creation the terms of use and data protection regulations for UMAS apply. Once the Customer has created such an account and has received confirmation of it through MBAG via email, Customer is an authorized user of the B2B Connect Platform and the other Systems accessible through it. The use of other Systems, however, being subject to separate conditions, terms of use and additional data protection notices as set out below.
- 2.3 The Customer undertakes not to disclose his account data assigned to him or his staff (e.g. his employees) to any unauthorized person (in particular anyone outside the Customer's organization). MBTW excludes any liability for the misuse of user account ID and password in the Customer's organizational unit.
- 2.4 MBTW reserves the right to block a Customer / a Customer's user in the event of signs of improper use. A use shall be deemed improper in particular where a Customer uses the Systems or information provided therein outside the intended use purposes, uses the system for illegal purposes or purposes violating the rights of MBTW or third parties or uses the Systems in non-compliance with additional guidelines as provided for by MBTW. Accordingly, the Customer warrants that the details furnished by it to MBTW in particular in connection with its application for admission under Sec. 1.4 are true and complete. The Customer undertakes that it shall notify MBTW promptly of all future changes to the details given. The same shall apply with respect to all details the Customer furnishes when setting up further accounts for authorized users. Besides that, the Customer undertakes to ensure that the hardware and software employed by him in the use of B2B Connect, including work-station computers, tablets, routers, data communication systems and so forth are free from any viruses, worms, Trojan horses, etc. With regard to any data uploaded by the Customer, the Customer undertakes to ensure that he is the holder of all rights in the uploaded data and may freely dispose over the use, including that the uploaded data is not encumbered with third-party rights, which stand opposed to such a use.
- 2.5 Subject to Customer's compliance with these Terms of Use, MBTW or its content providers grant Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use of B2B Connect, B2B Connect App and After Sales Applications and Data Content for its own commercial purposes. All rights not expressly granted to Customer in these Terms of Use are reserved and retained by MBTW or its licensors. The Customer is not entitled to allow third parties outside of its organization access to B2B Connect. This does not apply to third parties performing operational tasks on behalf of the Customer in connection with the use of DSB. Customer may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of B2B Connect, B2B Connect App or After Sales Applications and Data Content without MBTW's express written consent.

MBTW

3. Availability of the services

- 3.1 There may be interruptions in availability due to maintenance required for the website and B2B Connect App. Interruptions in availability may occur due to force majeure or other causes beyond the control of MBTW.
- 3.2 MBTW points out
 - 1) that it is technically impossible to make the Systems available free of errors of any kind and that the provider therefore assumes no responsibility whatsoever,

- 2) that errors can lead to temporary shutdown of the Systems,
- 3) that the availability of the Systems is dependent on conditions and performance beyond the control of MBTW, such as transmission capacity and telephone links between the various parties involved. MBTW is not responsible for disruptions falling within this area.

4. Mandatory instructions for use for B2B Connect, B2B Connect Seller Center

B2B Connect provides a service that allows the Customer to create vehicles to enable quicker location of parts and technical information matching the respective end-customer vehicle. By accepting these Terms of Use, the Customer agrees to provide the end-customer with all relevant information and ensure that Customer is entitled to use personal data of an end-customer in this context in accordance with applicable laws, especially with regard to the vehicle identification number ("FIN/VIN") of the end-customer vehicle, the vehicle registration number and the end-customer name, if applicable and such data being entered.

Upon request Customer may receive support from a pre-selected Mercedes-Benz authorized partner through the B2B Connect Seller Center ("Seller Center") which enables the selected Mercedes-Benz authorized partner to support with complaints or other requests concerning B2B Connect. The selected Mercedes-Benz authorized partner may receive access to Customer's service requests (e.g. tickets) in order to provide support. Such a support is provided only in the relationship between Customer and Mercedes-Benz authorized partner and exclusively under the responsibility of the latter. MBTW is not assuming any responsibility for Mercedes-Benz authorized partner's use of Seller Center or additional support provided to Customer rendered thereunder. Section 11 shall, however, remain unaffected.

5. Further provisions for the use of B2B Connect

- 5.1 However, in order to purchase parts via B2B Connect, the Customer will have to accept separate terms of use and be activated for online ordering by the respective Mercedes-Benz authorized partner. Afterwards, Customer will be able to purchase parts directly via B2B Connect from Mercedes-Benz authorized partners. Such a purchase will be based on general terms and conditions and data protection provisions or notifications of the Mercedes-Benz authorized partner, which is the contracting partner of the Customer. Payment will be executed separately and be governed by the general terms and conditions of the Mercedes-Benz authorized partner.
- 5.2 Customer can select parts from the Mercedes-Benz authorized partners and collect them in a so-called shopping cart by clicking on the button "Add to cart".
- 5.3 The offering of parts shall not constitute any legally binding offer within the meaning of sec. 145 of the German Civil Code, but rather merely constitute an invitation to tender bids to the Mercedes-Benz authorized partners. Where a Mercedes-Benz authorized partner and a Customer have not made any agreement to the contrary, by clicking the button "send order" Customer submits a binding application to purchase the parts and a contract shall be deemed formed at such time as the Mercedes-Benz authorized partners accept the order of a Customer by forwarding an order acceptance. The order acceptance may either be sent by Mercedes-Benz authorized partner in electronic form or generated in B2B Connect itself. In this respect, MBTW only acts as messenger of receipt for the respective declarations of intent. Before submitting the order, the Customer can change and view the data at any time.
- 5.4 Before sending an order, Customer must check whether the selected item(s) fit the respective vehicle. Mercedes-Benz authorized partner may provide the Customer via B2B Connect with information on the estimated time of arrival of the ordered parts.
- 5.5 When ordering parts from the Mercedes-Benz authorized partner via B2B Connect, company data of the Mercedes-Benz authorized partner will be displayed in the system, as well as corresponding discount information from their Mercedes-Benz authorized partner. When

ordering parts Mercedes-Benz authorized partner will receive order details ((number of) ordered parts, order number) including company details (organization name and address, user name, email, phone number) referring to the Customer and the relevant transaction. This information is used for online parts ordering and associated measurement of market acceptance and further development of the system.

- 5.6 Certain information with regard to Customers transaction as executed via B2B Connect will be provided to MBTW to be displayed to Customer within B2B Connect, including the order history, specific information of purchased parts, etc.
- 5.7 Further information regarding the processing of the Customers' personal data which is forwarded to the Mercedes-Benz authorized partner in order to enable the purchase of parts, may be set out in the privacy policy or related terms of the respective Mercedes-Benz authorized partner.
- 5.8 The Mercedes-Benz authorized partners, MBTW and MBAG assume no liability whatsoever for missing or incorrect information such as, for example, on installation, prices and discounts as well as information on the estimated time of arrival and information within the scope of the return process. The availability of parts as well as the information on the estimated time of arrival shown is based on experience and is not binding.

6. Further provisions for the use of B2B Connect App

- 6.1 The B2B Connect App enables the mobile use of specific B2B Connect functions on mobile devices in the workshop. Users can log in into the B2B Connect App using the same credentials as for the current B2B Connect web platform. The B2B Connect App provides for example the additional function of a VIN scan, with which a VIN can be recorded directly via the camera of the mobile device without manual entry into B2B Connect so that for example matching spare parts under consideration for the corresponding model are displayed directly in the B2B Connect App. The B2B Connect App also allows the user to scan a part directly on the vehicle using the smartphone's camera, providing the user with a list of best matches. This works only for visible parts.
- 6.2 Customer can select parts and collect them in a so-called shopping cart by clicking on the button "Add to basket". The shopping cart in the app is synchronised with the B2B Connect shopping cart on the website. The ordering process remains unchanged.
- 6.3 The use of the B2B Connect App through Customers is governed by the terms for B2B Connect as set forth hereunder.

7. Further provisions for the use of After Sales Applications and Data Content

- 7.1 If MBTW is located within the European Union (EU), European Free Trade Association (EFTA) or the United Kingdom, when ordering After Sales Applications and Data Content via B2B Connect, Customer will purchase the respective services directly from MBAG. If MBTW is located outside of the European Union (EU), European Free Trade Association (EFTA) or the United Kingdom, After Sales Applications and Data Content will be purchased from MBTW. For the actual purchase of After Sales Applications and Data Content the general terms and conditions including related data protection provisions and notifications of MBAG or MBTW will apply.
- 7.2 Customer can select After Sales Applications and Data Content and collect them in a so-called shopping cart by clicking on the button "Add to basket".
- 7.3 The offering of After Sales Applications and Data Content shall not constitute any legally binding offers within the meaning of sec. 145 of the German Civil Code, but rather merely constitute an invitation to tender bids. Where MBTW or MBAG and a Customer have not made any agreement to the contrary, by clicking the button "confirm order and pay" Customer submits a binding application to purchase the After Sales Applications and Data Content and

a contract shall be deemed formed at such time payment was successful and as MBTW or MBAG accepts the order of a Customer by forwarding an order acceptance. The order acceptance will be sent in electronic form. In this respect, MBTW only acts as messenger of receipt for the respective declarations of intent. Before submitting the order, Customer can change and view the data at any time.

- 7.4 Information regarding the processing of the Customers' or Customer's customers personal data through MBAG or MBTW in the context of providing the After Sales Applications and Data Content is set out in the specific data protection regulations for After Sales Applications and Data Content.

8. Further provisions for the use of 5*Rater

- 8.1 When using the 5*Rater to rate the performance of a Mercedes-Benz authorized partner, certain information of the Customer, including Customer company name and purchase related information, will be forwarded to MBTW and the Mercedes-Benz authorized partner that is concerned by the evaluation of the Customer.
- 8.2 Further details on how the information is used by MBAG, MBTW or the Mercedes-Benz authorized partner is set out in the privacy policy for B2B Connect.

9. Copyright and database rights

- 9.1 All content included in or provided by the Systems, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data collections are all subject to copyright and other intellectual property laws. They may not be copied, either for commercial purposes or for redistribution, nor may they be modified and used on other websites. Some material is subject to the copyright of those parties who have made such material available.
- 9.2 Customers may not systematically extract and/or reuse essential parts of the Systems without explicit written permission from MBAG. In particular, they may not use data mining, robots or similar data collection and extraction programs to extract any essential parts of the Systems for reuse (whether once or several times) without the explicit written permission of MBAG. Furthermore, Customers may not create and/or publish an own database containing essential parts of the Systems without the explicit written permission of MBAG.

10. Claims from intangible property rights

MBAG respects the intangible property rights of third parties. If a Customer is of the opinion that its intangible property rights have been used in a way that gives cause to fear an infringement, it has to follow the procedure for notifying MBTW / MBAG of an infringement.

11. Liability

- 11.1 MBTW always endeavours to ensure that the Systems are available without interruption and that transmissions are error-free. However, due to the nature of the Internet this cannot be guaranteed. Access to the Systems by the Customer may also be interrupted or restricted occasionally to enable repairs, maintenance or the introduction of new equipment. MBTW will attempt to limit the frequency and duration of any such temporary interruptions or restrictions.
- 11.2 Insofar as the liability of MBTW is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

11.3 With regard to the actual provision of purchased After Sales Applications and Data Content, the respective general terms and conditions of either MBTW or MBAG apply.

12. Links to other websites

12.1 For links to other websites that are not operated by MBTW and the content located on such a website, MBTW has no possibility to control the content of this website, as it is completely independent from MBTW.

12.2 For this reason, MBTW does not accept any responsibility for the contents of these websites and the consequences of their use by visitors to these websites. Accessing all websites accessible via links is at the Customer's own risk.

12.3 Other websites may have a link to the websites of MBTW. Such a link requires the prior consent of MBTW.

12.4 The terms of use there apply to the services of the websites of the links provided by the provider to the MBTW products.

13. Changes to the Terms of Use

MBTW is entitled to change the functions provided through B2B Connect (including B2B Connect App and After Sales Applications and Data Content) contents if such a change would not require a change to these Terms of Use. MBTW shall notify Customer in textual form (e.g. e-mail) at least one month prior to such change.

MBTW shall be entitled to amend these Terms of Use to the extent such a change is neutral or beneficial to Customers unilaterally at any time. Otherwise, MBTW shall notify Customer in textual form at least six (6) weeks prior to such a change. If Customer does not object to such changes in textual form within four (4) weeks after having received such a notification the proposed changes shall become binding upon the parties six (6) weeks after the notification. MBTW shall notify the Customer of the effect of not objecting to such changes together with such a notification. Customer shall have the right to object to such changes. If Customer objects, MBTW shall have the right to terminate the Customers use of the Systems affected by such a change for cause.

With regard to the actual provision of purchased After Sales Applications and Data Content, the respective general terms and conditions of either MBTW or MBAG apply.

Section 14 shall remain unaffected hereof.

14. Term and Termination

14.1 These Terms of Use commence on the acceptance of them and continue upon termination (textual form suffices with regard to all terminations under this § 14).

14.2 The Customer may terminate these Terms of Use anytime with a notice period of four weeks by which its right to use B2B Connect and B2B Connect App ends accordingly. With regard to the actual provision of After Sales Applications and Data Content, the respective terms and conditions apply.

14.3 MBTW may cease providing B2B Connect and B2B Connect App and may terminate Customer's right to use with a notice period of four weeks. With regard to the actual provision of After Sales Applications and Data Content, the respective terms and conditions apply.

14.4 Either Party may immediately terminate these Terms of Use for cause.

14.5A termination for cause shall in particular be possible in case of discontinuation of the main license. MBTW rights to provide B2B Connect and B2B Connect App to the Customer derive from an agreement between MBAG and MBTW. MBTW may therefore terminate these Terms of Use without prior written notice to the Customer if its own rights to provide B2B Connect and B2B Connect App are terminated / not continued by MBAG.

15. Place of jurisdiction and applicable law

15.1 Differences of opinion and disputes arising from these Terms of Use shall be governed exclusively by the law of Taiwan.

15.2 The sole place of jurisdiction is the registered seat of Taipei, Taiwan.

16. Final provisions

16.1 In the event of a violation of these Terms of Use, MBTW is further entitled to exercise its rights at every opportunity in which the Customer violates these Terms of Use.

16.2 If any provision of these Terms of Use is invalid, void or unenforceable for any reason, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

16.3 The invalidity of a provision shall not affect the validity of the other provisions of these Terms of Use. Should this case occur, the provision shall be replaced by another legally admissible provision that corresponds to the meaning and purpose of the invalid provision.

Annex 1: Platform Rules

1. General Platform Rules

MBTW reserves the right to block Partners or Customers (hereinafter together also referred to as “Users” or “User”) or take other appropriate measures in the event of signs of improper use of B2B Connect or use that violates the applicable contractual provisions. In particular, such use shall be deemed to be improper if User uses B2B Connect or information provided therein for purposes other than those for which they were intended, uses it for purposes that are illegal or violate the rights of MBTW or third parties, or uses B2B Connect in non-compliance with other guidelines provided by MBTW.

User warrants that all information provided to MBTW and other Users will be true, accurate and complete at all times and in compliance with all legal requirements and applicable contractual provisions. User undertakes to inform MBTW without delay of any future material changes to the information provided to MBTW that are relevant to the contractual or usage relationship.

In particular, B2B Connect may not be used for the dissemination of information that meets the following criteria: racist, inhuman slogans; the provision of false or otherwise incorrect information; information that is offensive, abusive, harassing, hateful, obscene, threatening or otherwise objectionable; information that violates legal requirements or with which applicable requirements are not sufficiently observed or implemented (e.g. in the case of labelling or transparency obligations); information whose provision or dissemination constitutes a criminal offence or misdemeanor; information the provision or dissemination of which constitutes a criminal offence or an administrative offence.

If information provided violates the applicable terms of use of B2B Connect and MBTW becomes aware of it (e.g. through a report from a Customer, Partner or other third party), MBTW reserves the right to immediately (if necessary also only temporarily) block or delete the corresponding content and to take all further necessary steps.

If necessary or appropriate, the following measures will be taken depending on the severity, frequency and number of the violation(s):

- temporary or permanent deletion of content;
- temporary blocking of a User account or User access;
- inactivation of the User account or User access for 3 months;
- permanent blocking of the User account and all associated content;
- permanent blocking of the User account and all associated content and inclusion of the access data, in particular the specified e-mail address and other master data for identifying User, on a blacklist with the consequence that a new User account or content cannot be created;

To the extent legally required, User will be informed of MBTW's decision and given the opportunity to comment. After further commenting (or in the absence of any such comments), MBTW will reconsider the decision and make a final decision on how to handle the affected content. Depending on the case, additional moderation measures as described in the relevant terms of use for B2B Connect will be applied. User will receive a notification/email about the moderation decision made, including a justification.

Comments or request regarding a moderation decision under Digital Services Act can be directed to the contact points listed in section 1.3. User needs to specify which decision he/she is referring to (e.g. by stating the date, subject and/or file number) and what he/she objects to about the decision or would like to have explained in more detail.

Complaints that cannot be resolved through the processes described above can be submitted to and processed by a certified out-of-court dispute resolution body. Where necessary, information regarding access to an out-of-court dispute resolution body will be made available at the B2B website under “legal

notice". Irrespective of the involvement of such a body, recourse to the competent courts is always possible.

2. Contact points

For inquiries about content on B2B Connect, User can use the contact points that he/she can find on the B2B website under "Provider / Data privacy". When contacting MBTW, User should always specify his/her inquiry by stating what his/her inquiry refers to, why User contacts MBTW in this regard and how MBTW may help User with his/her inquiry.

2.1 Illegal contents

If User wishes to report illegal content and violations of the applicable terms of use of B2B Connect, User can refer to the contact form as provided at the B2B website under "Provider / Data privacy". When contacting MBTW, User should always specify his/her inquiry by stating e.g. why User believes a certain content is illegal or violates certain regulations, where such content can be found, when User found it etc.).

2.2 Complaints and questions against a decision

If User wishes to contact MBTW with a complaint against a decision made against him/her as described above, User should refer to the contact form as provided at the B2B website under "Provider / Data privacy".

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