

# 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 the 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 service partner ("Partner"). In addition, B2B Connect offers customers further advantages such as access to sales activities of your 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").

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 are hereinafter jointly referred to as "Systems".

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 Mercedes-Benz UK Limited (Company No. 2448457) whose registered office is at Tongwell, Milton Keynes, MK15 8BA ("**MBUK**").

1.4 The Systems belong to and are technically supported by MBAG. The Systems are offered and intended exclusively for commercial customers 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. MBUK reserves the right to change, delete or supplement these terms of use and the information on the B2B Connect platform at any time without prior notice.

## **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). MBUK excludes any liability for the misuse of user account ID and password in the Customer's organizational unit.
- 2.4 MBUK 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 MBUK or third parties or uses the Systems in non-compliance with additional guidelines as provided for by MBUK. Accordingly, the Customer warrants that the details furnished by it to MBUK in particular in connection with its application for admission under Sec. 1.4 are true and complete. The Customer undertakes that it shall notify MBUK 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, 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, MBUK 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 MBUK 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 MBUK's express written consent.
- 2.6 In case that MBUK and/or Customer are located within the European Union (EU), the Mercedes-Benz Platform rules as provided together with these Terms of Use as **Annex 1** shall apply.

### **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 MBUK.
- 3.2 MBUK 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 MBUK, such as transmission capacity and telephone links between the various parties involved. MBUK 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 receives 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. MBUK 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 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 offers 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 („invitatio ad offerendum“). 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, MBUK 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 MBUK 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, MBUK 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 MBUK 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 MBUK 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 MBUK. 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 MBUK 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 („invitatio ad offerendum“). Where MBUK 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 MBUK 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, MBUK 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 MBUK 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 MBUK 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, MBUK 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 MBUK / MBAG of an infringement.

## **11. Liability**

- 11.1 The provider 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. The providers will attempt to limit the frequency and duration of any such temporary interruptions or restrictions.
- 11.2 Nothing in these terms of use limits any liability which cannot legally be limited, including, but not limited to, liability for death or personal injury caused by negligence and fraud.
- 11.3 Liability of MBUK is limited whether in contract, tort (including negligence), breach of statutory duty, or otherwise, to direct losses only. MBUK shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for loss of profit, loss of business, loss of use or corruption of software, loss of or damage to goodwill and indirect or consequential loss.
- 11.4 In any event, MBUK's total liability to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed £5,000.
- 11.5 Should the Customer breach any obligation whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under these terms of use, the Customer shall indemnify MBUK for any and all (whether actually or likely to be incurred as a result of the breach) costs, losses, damages, penalties incurred by MBUK.

## **12. Links to other websites**

- 12.1 For links to other websites that are not operated by MBUK and the content located on such a website, MBUK has no possibility to control the content of this website, as it is completely independent from MBUK.
- 12.2 For this reason, MBUK 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. There is no separate notice when users leave the website. ISP users are requested to inform the provider immediately about illegal and dubious contents of the linked website.
- 12.3 Other websites may have a link to the websites of MBUK. Such a link requires the prior consent of MBUK.
- 12.4 The terms of use there apply to the services of the websites of the links provided by the provider to the MBUK products.

## **13. Changes to the Terms of Use**

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

MBUK 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, MBUK 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. MBUK 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, MBUK 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 MBUK or MBAG apply.

Section 12 shall remain unaffected hereof.

## **14. Term and Termination**

14.1 These Terms of Use commence on the acceptance of them and continue upon termination (in writing suffices with regard to all terminations under this § 13).

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 MBUK 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.

14.5 A termination for cause shall in particular be possible in case of discontinuation of the main license. MBUK rights to provide B2B Connect and B2B Connect App to the Customer derive from an agreement between MBAG and MBUK. MBUK 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**

Differences of opinion and disputes arising from these terms of use shall be governed and construed and have effect in all respects in accordance with English Law. The courts of England shall have exclusive jurisdiction over any proceedings arising out of or in connection with these terms of use or its subject matter or formation.

## **16. Final provisions**

16.1 In the event of a violation of these Terms of Use, MBUK 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

MBUK 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 MBUK or third parties, or uses B2B Connect in non-compliance with other guidelines provided by MBUK.

User warrants that all information provided to MBUK 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 MBUK without delay of any future material changes to the information provided to MBUK 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 MBUK becomes aware of it (e.g. through a report from a Customer, Partner or other third party), MBUK 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 MBUK’s decision and given the opportunity to comment. After further commenting (or in the absence of any such comments), MBUK 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 MBUK, User should always specify his/her inquiry by stating what his/her inquiry refers to, why User contacts MBUK in this regard and how MBUK 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 MBUK, 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 MBUK 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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