

# 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 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**"). 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 Bílaumboðið Askja with registered office in Krókháls 11, 110 Reykjavík (hereinafter referred to as called "MB X"). 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 MB X.
- 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). MB X excludes any liability for the misuse of user account ID and password in the Customer's organizational unit.
- 2.4 MB X 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 MB X or third parties or uses the Systems in non-compliance with additional guidelines as provided for by MB X. Accordingly, the Customer warrants that the details furnished by it to MB X in particular in connection with its application for admission under Sec. 1.4 are true and complete. The Customer undertakes that it shall notify MB X 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, MB X 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 MB X 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 MB X's express written consent.
- 2.6 In case that MB X 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 MB X.

3.2 MB X 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 MB X, such as transmission capacity and telephone links between the various parties involved. MB X is not responsible for disruptions falling within this area.

3.3. The use of the Systems is at the Customer's sole risk. The use of the Systems is provided to the Customer on an "as is" and "as available" basis without any warranty or conditions, express, implied or statutory. Neither MB X nor MBAG warrant that the Systems will be uninterrupted, timely, secure, or error-free, nor do we warrant that the information that may be obtained from the use of the Systems will be accurate or reliable.

### **4. Mandatory instructions for use for B2B Connect, B2B Connect Seller Center and XENTRY Support System**

B2B Connect provides a service that allows the Customer to collect vehicle data bases on the FIN/VIN 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.

Customer can create support ticket within the XENTRY Support System and include from a pre-selected Mercedes-Benz authorized partner by granting him access to this support requests. In this case, the customer can select the names of the employees of the Mercedes-Benz authorized partner by using a predefined menu within the system, so that they will be informed about the support request and can follow or comment on it. MBAG assumes no responsibility for the use of the Seller Center by a Mercedes-Benz authorized partner or for comments or other support provided by the Mercedes-Benz authorized partner to the customer.

Such support is provided only in the relationship between the Customer and the Mercedes-Benz authorized partner and exclusively under the responsibility of the Mercedes-Benz authorized partner.

Furthermore, the Mercedes-Benz authorized partner can create support tickets on behalf of the customer. The Mercedes-Benz authorized partner can select the names of the employees of the customer's operation by using a predefined menu within the system. The selected employee(s) of the customer's operation will receive the support ticket assigned to them for their information, which the Mercedes-Benz authorized partner has created for the customer.

The customer must ensure that this process is transparent and that all data protection requirements, particularly regarding access to and processing of personal data, are met. Mercedes-Benz AG assumes no liability for the customer's compliance with these obligations.

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 („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, MB X 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 MB X 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, MB X 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 MB X 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 MB X 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 MB X. 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 MB X 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 MB X 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 MB X 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, MB X 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 MB X 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 MB X 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, MB X 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 MB X / MBAG of an infringement.

## **11. Liability**

- 11.1 MB X 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. MB X will attempt to limit the frequency and duration of any such temporary interruptions or restrictions.
- 11.2 Insofar as the liability of MB X 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 MB X or MBAG apply.

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

- 12.1 For links to other websites that are not operated by MB X and the content located on such a website, MB X has no possibility to control the content of this website, as it is completely independent from MB X.
- 12.2 For this reason, MB X 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 MB X. Such a link requires the prior consent of MB X.
- 12.4 The terms of use there apply to the services of the websites of the links provided by the provider to the MB X products.

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

MB X 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. MB X shall notify Customer in textual form (e.g. e-mail) at least one month prior to such change.

MB X 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, MB X 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. MB X 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, MB X 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 MB X 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 (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 MB X 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. MB X rights to provide B2B Connect and B2B Connect App to the Customer derive from an agreement between MBAG and MB X. MB X 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 Iceland.
- 15.2 The sole place of jurisdiction is the registered seat of Askja

## **16. Final provisions**

- 16.1 In the event of a violation of these Terms of Use, MB X 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**

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

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