

Terms and Conditions for the Registration and Use of Services of Bosch Rexroth AG

Version: 10.02.2020

We, Bosch Rexroth AG ([Zum Eisengießer 1, 97816 Lohr am Main, Germany](#)), offer you access free of charge to various services of ours, like for instance our web portal www.boschrexroth.com, mobile-applications, online-platforms, web shops (hereinafter collectively referred to as “**Services**”), which access is partially subject to pre-registration. These general Terms and Conditions for Registration and Use apply to the use of our Services by you as end user. In addition, other supplementary terms and conditions may also apply when using our Services which you will be advised of in an appropriate manner.

1. Offer and availability of Services

- 1.1. The Services provided encompass in particular access to products, data, contributions, audio and visual documents, information and other content (hereinafter collectively referred to as “**Content**”).
- 1.2. The scope and precise Content of the Services is to set out in the respective Service description, in the concrete technical structure and also in the specific functionalities of the Service that are available.
- 1.3. We reserve the right to change, supplement and discontinue at any time the Services offered or to limit the time period of the use of free Services provided, or to make them in the future available for remuneration only. As user, you do not have an entitlement to the provision of specific Services or parts thereof being continued. Where possible, we shall endeavor to take your legitimate interests into account in this respect.
- 1.4. There is no entitlement to uninterrupted provision of Services. There is no guarantee that the access to or the use of Services is not interrupted or impaired by maintenance work, further developments or otherwise interrupted or impaired due to malfunctions which can possibly also lead to loss of data. We endeavor to provide usability of the Services that is as free from interruption as possible within the framework of our technical and operational possibilities. However, it is possible for temporary restrictions or interruptions to occur, inter alia due to technical faults (e.g. interruption to the power supply, errors in the hardware or software, technical problems in the data lines).
- 1.5. If you wish to use Services as a mobile application (hereinafter referred to as “**App**”), you have to upload the relevant App onto your smartphone first of all and install it there. The Apps are generally available for Android and iOS operating systems and can be downloaded from the relevant App Store subject to the App Store terms and conditions applying there. There normally has to be a data connection between the smartphone the App is installed on and a mobile network in order to be able to use Apps. As the user you are responsible for ensuring that you have the possibility of mobile data use and any costs of data transmission which may arise with respect to your mobile network operator shall be borne by you. Further details on availabilities in App Stores, technical requirements, functionalities and operating instructions etc. can be found in the Service description of the App and in the specific functionalities available.

2. Registration and responsibility for the access data

- 2.1. For the use of some Services, it can be necessary to pre-register and set up a user account and possibly a public profile. Some Services enable registration using your Bosch ID of Bosch Software Innovations GmbH. In this case you can use your User ID of Bosch Software Innovations GmbH single sign-on authentication service if you have already successfully registered for a Bosch User ID. Otherwise you can set up a new Bosch User ID which enables you to use various independent Services of the Bosch Group. In this case, the “General Terms and Conditions for the Registration and Use of a Central Bosch ID” shall apply additionally which you will have to accept during registration for the central Bosch ID.
- 2.2. You must have the age of majority and full legal capacity in order to register for Services. Minors and persons whose access has been permanently blocked are prohibited from (re-) registering.

- 2.3. During the course of the registration process, you will be asked to stipulate your access data. This comprises your e-mail address and a freely-selected password. It is not normally necessary to provide any additional master and/or contact data during registration. However, you are given the possibility of providing additional contact data on a voluntary basis during registration already. The fields for the data required for access are marked as obligatory fields in the relevant Service.
- 2.4. When you enter specific data (especially contact data) during registration or when using the Services provided, the data must be complete and correct. If this data changes during the course of your use, then you have to correct your data immediately in your personal settings insofar as is possible. If it is not possible for you to correct the data in the relevant Service, then you can notify us of your changed data. The relevant address or number are to be found under the instructions on the right of withdrawal under section 16.1. If any costs arise due to the incorrect data, you are obliged to reimburse these costs.
- 2.5. You can only register for the use of the Services once using the e-mail address used. We reserve the right to amalgamate existing multiple accounts if this is necessary and is not overridden by your legitimate interests. If there is such an amalgamation, we shall inform you thereof accordingly and in such good time as to enable you to object to the amalgamation.
- 2.6. During registration we do not generally conduct any examination of your identity or of the data you provide. We do not therefore guarantee that a user is the person which the respective user claims to be. When you use the Community, you have to indicate a display name for this. You are responsible for this display name not infringing any third-party rights, in particular not infringing any name or trademark rights or violating provisions of statute or accepted principles of morality.
- 2.7. By sending your registration data you make us an offer to enter into a usage relationship on the basis of these Terms and Conditions for Registration and Use and, if appropriate, of other additionally applicable terms. The decision on acceptance of the offer is discretionary. After you have dispatched the registration data, an e-mail confirmation will be sent for you to verify the data provided. In order to complete the registration, you have to click on the link provided in the e-mail confirmation. Your offer is accepted by activating the access you applied for and you are authorized to use the relevant Service within the framework of these Terms and Conditions for Registration and Use and, if appropriate, of any other terms and conditions which may be additionally applicable.

Please note: If the application for access is made for a purpose which cannot be ascribed either to your commercial or to your self-employed professional occupation, you then have a statutory right of revocation as user. Conditions for and legal consequences of such withdrawal are set forth in section 16 of these Terms and Conditions for Registration and Use.

- 2.8. Your registration, the usage relationship and the user account together with the access data are non-transferable. You must keep your access data and password secret and by no means disclose them to unauthorized third parties. You are therefore responsible for ensuring that your access to the Services and the use of the available Services is solely conducted by you or by persons authorized by you. We must be notified without undue delay if there is any reason to fear that unauthorized third parties have obtained or will obtain knowledge of your access data.

Please note: You are fully responsible for every use and/or other activity conducted using your access data.

3. Blocking access

- 3.1. We can block your access to the Services at our discretion either overall or to individual part areas, either temporarily or permanently, if there are specific reasons indicating that you are acting or have acted in violation of these Terms and Conditions for Registration and Use and/or applicable law, or if we have any other legitimate interest in blocking access. When deciding on a block and on limiting the time period thereof, your legitimate interests shall be taken into adequate consideration.

- 3.2. You shall be advised by e-mail in the event of a temporary or permanent block of your access authorization. In the event of a temporary block, your access will be reactivated after expiration of the period of the block or of the permanent elimination of the reason for the block and you shall be advised of this by e-mail. Access authorization that has been blocked permanently cannot be reinstated, leading to a termination of use. In this case, a new registration is forbidden.

4. Termination of use

- 4.1. You can deregister at any time with immediate effect from the Service. We too reserve the right to terminate the access to individual Services or overall at any time.
- 4.2. In the event of the full termination of your usage contract, we have the right, after expiry of a time period of 30 calendar days after the effective date of the termination and after expiration of any retention periods, to irretrievably delete all of the data created in connection with your usage. The data protection regulations take precedence for personal data.

5. Scope of permitted use, monitoring usage activities

- 5.1. Your usage authorization is limited to the access to and use of the Services respectively available in the context of subsection 1.2.
- 5.2. You are responsible yourself for creating the technical conditions required for the use of the Services in compliance with the contract (in particular web browser and Internet access and/or software and hardware environment). We do not owe any advice in this respect.
- 5.3. We point out that usage activities can be monitored to the extent permitted by statute in the German Telemedia Act and the German Federal Data Protection Act (BDSG) and that we can be under a statutory obligation to do so. This can also include logging IP connection data and conversations and evaluating them if there is any concrete suspicion of a violation of these Terms and Conditions for Registration and Use and/or any concrete suspicion of the commission of any other unlawful act or criminal offense.

6. Protection of Content, responsibility for third-party Content

- 6.1. The Content available in connection with the Services is largely protected by copyright, trademark and competition law or by other protective rights and is our property, the property of our customers or of other third parties which have made the respective Content available. The composition of the Content within the Services also enjoys copyright protection as such. You may use this Content solely in accordance with these Terms and Conditions for Registration and Use and within the designated framework of the respective Service.
- 6.2. The Content available in connection with the Services partially originates from us and partially from other users and/or other third parties. Content of users and of other third parties is hereinafter collectively referred to as “**Third-Party Content**”. In particular, the Content of discussion forums, blogs, guestbooks, private messages and communities constitutes Third-Party Content.
- 6.3. We do not undertake any examination as to whether Third-Party Content is complete, correct and lawful or up to date and do not therefore assume any responsibility or provide any warranty and do not adopt it as our own. This also applies with respect to the quality of the Third-Party Content and to its suitability for a specific purpose.

7. Usage right to available Content

- 7.1. Unless more far-reaching usage is explicitly permitted in these Terms and Conditions for Registration and Use or in the context of the Service description or is enabled within the Services by means of a corresponding functionality (e.g. by a download button),
- you may retrieve and display the available Content solely for your own purposes and, if you are a consumer, for purposes of the members of your family living in your household. If you use the Services in the context of your commercial or professional occupation, you may use the available Content solely for your own internal business purposes. Any commercial use of the available Content exceeding this is forbidden (see also section 9). This right of use is limited to the duration of the existence of your contract of use;

- you are forbidden from processing, changing, translating, presenting or demonstrating, publishing, exhibiting, reproducing and distributing the available Content in whole or in part (including use of so-called I-framing). You are also forbidden from removing or changing copyright notices, logos and other distinguishing marks and protection notices.
- 7.2. You are only authorized to download Content (“**Download**”) and to print out Content if the Services provide a Download and/or printing possibility as a functionality (e.g. by means of a Download button).
- 7.3. You are granted a non-exclusive right of use for an unlimited period of time to use the respective Content which you have correctly Downloaded or printed out, for use for your own purposes or for purposes of the members of your family living in your household, see sec. 7.1. In all other respects the entire rights in and to the abovementioned Content remain with the original holder of the rights.
- 7.4. The mandatory statutory rights (including reproduction for private and other personal use pursuant to sec. 53 German Copyright Act (UrhG)) remain unaffected.

8. Uploading your own Content by you

- 8.1. If it is available as a function of the Services, you can upload your own Content (hereinafter: “**User Content**”) and make it available to third parties if the relevant Service provides for this, provided that you comply with the regulations set out below.
- 8.2. By transmitting User Content, you grant to us the non-exclusive, gratis, irrevocable and transferable right, unlimited in terms of time, territory and content, to exploit the transmitted User Content online and offline, in particular to make User Content publicly available, to reproduce and distribute it. The above grant of the right to make the transmitted User Content publicly available and to exploit it does not apply with respect to information which you have clearly not uploaded for general publication. Such information shall only be disclosed to third parties if you arranged for this yourself (e.g. making appointments with service partners, enabling access to this User Content by third parties) or which you have explicitly agreed to.

The grant of rights encompasses in particular the right

- to store the User Content on servers and any other storage media and to distribute and publish it, in particular to make it publicly available (e.g. by presenting the User Content on the Bosch Rexroth web portal),
 - of visual processing and reproduction insofar as this is necessary for the presentation of the relevant User Content and to combine the User Content with other Content and advertising tools,
 - to grant rights of use to this User Content to third parties – including rights of use for remuneration.
- 8.3. If you make User Content accessible to our partners (e.g. service partners) in connection with the Services offered, you then grant to them, in the context of the respective mandate relationship, a simple right of use to use this User Content, which right is free of charge and limited in terms of content, territory and time in accordance with the mandate.
- 8.4. If you make a reference to external Internet offers via a hyperlink and/or if you incorporate external sources of information in your own User Content, an examination of the Content contained therein shall solely be performed by you. We explicitly do not adopt this Content as our own. You shall indemnify us from and against possible third-party claims. E-mail addresses and non-activated web addresses (URLs) and parts thereof are also deemed to be hyperlinks.
- 8.5. You are fully responsible for the User Content uploaded by you. We do not undertake an examination as to whether the Content is complete, correct, lawful or up-to-date or of the quality of the Content or its suitability for a specific purpose.

You assure to us that you are the sole holder of all rights to the User Content transmitted by you to the Services or that you have other authorization (e.g. by means of effective permission from the holder of the rights) to upload the User Content to the Services and to grant the rights of use and exploitation as set out above. This applies in particular to third-party copyrights, trademark or patent rights and to industrial property rights and/or rights related to copyright under

competition law and rights of personality. Furthermore, you undertake not to upload any User Content which violates applicable law. You are responsible for the User Content not containing any confidential information and that you do not breach any secrecy obligations.

- 8.6. We reserve the right to refuse to upload User Content and/or to block or remove Content that has already been uploaded (including private messages and guestbook entries) if the uploading of the user Content by you or the Content uploaded itself has led to a violation of these Terms and Conditions for Registration and Use or if there are specific indications showing that there will be a severe violation. In this connection we shall take your legitimate interests into consideration and select the mildest means to avert the violation.

9. Usage guidelines, rules of conduct (netiquette)

- 9.1. In some of the Services that are provided, such as communities or blogs for instance, you are partially able to communicate or interact with other users of the respective Service (e.g. by sending personal messages, participating in discussion forums, publishing contributions to discussions and commenting on Content and contributions). Within these Services, the intention is to promote an open and respectful exchange of information on the respective topics. We therefore request you to always ensure that you maintain a fair and factual tone in discussions and solve differences of opinion in a constructive manner in a virtual dialogue. You are welcome to make constructive, helpful and innovative contributions. When using these Services, you are obliged to adhere to our rules of conduct which are set out in these Terms and Conditions for Registration and Use. In the event of a breach of these rules of conduct, we can block your access to the respective Service temporarily or permanently, see section 3.
- 9.2. Commercial use is solely permitted to the extent defined in subsection 7.1. Commercial use which is not permitted includes the following in particular:
- all offers of and advertising for Content, Services and/or products for remuneration, both those of the user and those of third parties;
 - all offers and advertising for and the conducting of activities with a commercial background such as promotional contests, draws, barter transactions, ads or pyramid schemes;
 - any electronic and/or other collection of identity and/or contact data (including e-mail addresses) of users (e.g. to send unsolicited e-mails);
 - the exploitation of the available Services, including the Content offered herewith, for remuneration.
- 9.3. You are forbidden from undertaking any activities on or in connection with the Services which violate applicable law, which infringe third-party rights or violate the principles of the protection of minors. You are forbidden from taking the following actions in particular:
- uploading, distributing, offering and advertising Content, Services and/or products which is/are pornographic and/or fraudulent, violate(s) laws for the protection of minors, data protection law and/or other law;
 - using Content by which other users or third parties are offended or libeled;
 - using, providing and distributing Content, Services and/or products which are protected by statute or encumbered by third-party rights (e.g. copyright), without being explicitly authorized to do so;
 - exchanging information and advice on illegal or illegally-acquired software, and posting product keys or links to illegal or cracked Downloads, etc.;
 - storing, publishing and/or transmitting information which infringes third-party rights, in particular patents, trademarks, copyrights or rights related to copyright, trade secrets, rights of personality or property rights;
 - giving instructions on the prohibited manipulation of technical equipment.

- 9.4. Furthermore, irrespective of a possible violation of the law, when downloading your User Content and in communications with other users, you are prohibited from conducting the following activities:
- spreading viruses, Trojans and other harmful files;
 - sending junk or spam e-mails and chain mails;
 - distributing offensive, sexual, obscene or defamatory Content and/or communication and such Content which serves to promote or support racism, fanaticism, hatred, physical violence or unlawful acts (either explicitly or implicitly);
 - harassing other users, e.g. by repeatedly contacting them without or despite the response of the other user, and promoting or supporting such harassments;
 - requesting other users to divulge passwords or personal data for commercial purposes or for purposes which are unlawful or violate the law;
 - distributing and/or communicating to the public Content that is available within the Services, except to the extent that you have been explicitly permitted to do so by the respective author or insofar as it is explicitly made available as a functionality in the Services;
 - commenting on and evaluating decisions by the administrators and moderators.
- 9.5. The following is also forbidden: any action which may serve to impair the smooth operation of the Services, in particular actions which may excessively overload the IT systems. Unnecessarily posting comments on a subject in order to have them return to the first position in the forum list is forbidden, as are especially off-topic postings, posting the same message in several topic areas, starting several new threads with the same topic, etc.
- 9.6. If you should become aware of any use of the Services that is illegal, abusive, in breach of contract or otherwise unauthorized, you can contact us and report such unauthorized use. The appropriate contact data is provided under the instructions on the right of withdrawal under section 16.1. With some Services you can also use a special function ("Flag Option") to report to the administrators and moderators a contribution that is in breach of the usage guidelines. We shall then investigate the incident and take appropriate steps if applicable.

10. Limitation of liability

- 10.1. With respect to Services that are free of charge we are liable in accordance with the provisions of statute in the event of injury to life, body or health of a person, in the event of fraud, intent or gross negligence, in accordance with the provisions of the German Product Liability Act [Produkthaftungsgesetz], to the extent of a guarantee that we have provided and in the event that the area of application of sec. 44a German Telecommunications Act (TKG) has been opened up.
- 10.2. In all other respects our liability is excluded.
- 10.3. The above restriction of liability shall also apply in the event of negligent breach of duty by our statutory representatives, executive employees and/or by persons engaged to perform an obligation of ours [Erfüllungsgehilfen] and with respect to the fault of one of the persons engaged to perform an obligation of ours and to the personal liability of our employees, representatives and corporate bodies [Organe].

11. Indemnity

- 11.1. You are obliged to indemnify us from and against all costs and disadvantages claimed and claims raised against us by third parties on account of the infringement of their rights by your User Content or due to a violation of the law committed by you when using our Services.
- 11.2. In addition, you are obliged to refund to us all the costs accruing due to the above infringement or violation, in particular the costs of reasonable legal defense, including the court costs and attorney fees. This does not apply if and to the extent that you prove that you were not responsible for the above infringement or violation.

12. Data use and data protection

- 12.1. We have the right to process and exploit all the information contributed and created by you in connection with the Services except for personal data beyond the purpose of the contract for any purposes such as, for example, statistical, analytical and internal purposes. This right is for an unlimited duration, it is irrevocable and unlimited in terms of territory and content. With regard to User Data, subsection 8.2. applies additionally.
- 12.2. If personal data is processed, we comply with the statutory data protection regulations. In this case, the details of the data collected and the processing thereof are set out in our [Data Protection Notice](#) and in the data protection notice of the respective Service.

13. Compliance with export control regulations

- 13.1. You shall comply with the respectively applicable provisions of national, multinational and international (re) export control law, in particular with the (re) export control regulations of the Federal Republic of Germany, the European Union and the United States of America.
- 13.2. In this connection you shall, in particular, examine and ensure by means of appropriate measures or note that
 - you do not breach a legally-effective embargo, also taking any possible restrictions for domestic transactions and any possible prohibitions on circumvention into consideration;
 - Services and Content provided by us are not designated for use that is forbidden or subject to approval, such as, in particular, arms-related uses or uses in nuclear or weapons technology or for uses named in embargos, unless any approvals that might be necessary have been granted;
 - the regulations of all relevant lists of sanctions of the European Union and the United States of America relating to business transactions with natural and legal persons named therein are complied with and that there is no abusive circumvention of provisions of national, multinational or international law.
- 13.3. Section 11 shall apply accordingly with respect to indemnity from and against claims based on non-compliance with the above obligations under export control law, unless you were not responsible for the breach of obligation. A reversal of the burden of proof is not associated with this.
- 13.4. Contractual performance is subject to the proviso that we are not confronted with any impediments or disproportionate risks or expenses due to national, multinational or international foreign trade law regulations, in particular prohibitions or approval requirements.

14. Changes to these Terms and Conditions for Registration and Use

- 14.1. We reserve the right to amend these Terms and Conditions for Registration and Use at any time, also with effect within the existing contractual relationships. You shall be advised of such changes at your first log-in/use after the effective date of the changes.
- 14.2. If you log-in/use the Service after the effective date of the changes, you have to accept the changed Terms and Conditions for Registration and Use. If you do not consent, your usage relationship will be terminated in accordance with section 4.

15. Miscellaneous provisions

- 15.1. Online dispute resolution pursuant to Art. 14 (1) of the EU Regulation on Online Dispute Resolution: The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at www.ec.europa.eu/consumers/odr. You may also forward your concerns to us via info@boschrexroth.de.
- 15.2. We do not engage in out-of-court-settlements before consumer arbitration bodies.
- 15.3. The laws of the Federal Republic of Germany shall apply excluding German private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer with habitual place of residence in the EU and the Service is (also) directed to the country of your habitual residence, mandatory consumer protection rules in force in your home country may apply, if those rules contain more favorable conditions for you.
- 15.4. If you are a businessman, the courts of Stuttgart shall have exclusive jurisdiction and venue. We also have the right to take legal action at your place of business at our discretion.

15.5. If any provision of these Terms and Conditions for Registration and Use should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case, the ineffective provision shall be replaced by an admissible agreement approximating most closely the economic purpose of the original, ineffective provision. This also applies to completing any contractual omissions.

16. Withdrawal

16.1. Instructions on the right of withdrawal

If you are a consumer, you have the right to withdraw from this contract within fourteen days without stating the grounds.

The period for withdrawal is fourteen days from the date on which the contract was entered into.

In order to exercise your right of withdrawal you have to make an unequivocal statement (e.g. a letter sent by post, telefax or e-mail) to

Bosch Rexroth AG
Zum Eisengiesser 1
97816 Lohr am Main, Germany
E-mail: info@boschrexroth.de
Tel.: + 49 9352 18-0 (on working days on Mondays to Fridays from 08:00 am to 5:00 pm)

informing us of your decision to withdraw from this contract. You can also use the attached specimen Withdrawal Form for this, but that is not mandatory. In order to meet the deadline for withdrawal, it suffices if you send the notification that you are exercising your right of withdrawal before the withdrawal period expires.

16.2. Consequences of withdrawal

If you withdraw from this contract, your use is terminated.

16.3. Specimen withdrawal form

If you wish to withdraw from the contract, kindly complete and return this form

Bosch Rexroth AG
Zum Eisengiesser 1
97816 Lohr am Main, Germany
E-mail: info@boschrexroth.de
Tel.: + 49 9352 18-0 (on working days on Mondays to Fridays from 08:00 am to 5:00 pm)

I/we (*) hereby withdraw from the contract entered into by me/us

Concluded on:

Your name:

Your address:

Your signature (only if the notification is on paper)

Date

(*) Delete or complete as applicable