

Webinar Terms of Use

Last amended: 08.01.2021

These Webinar Terms of Use ("**Terms of Use**") govern exclusively the legal relationship between Bosch.IO GmbH, Ullsteinstr. 128, 12109 Berlin ("**Bosch**") and the Customer, or the entity the Customer is representing, regarding the access to and the use of Bosch.IO webinar services ("**Webinar Services**").

Bosch offers the Webinar Services for businesses only and does not accept consumers within the meaning of § 13 of the German Civil Code as Customers.

1. Scope of Terms of Use

- 1.1 Bosch provides the access to and the use of the Webinar Services exclusively on the basis of these Terms of Use.
- 1.2 Customer, in case of an individual, warrants that he is lawfully able and has the capacity to enter into contracts (e.g. he is not a minor). If any person is entering into this agreement as a representative for an entity, such as the company for which the Customer is working for, such person warrants to Bosch that his company is duly organized, validly existing and in good standing under the laws of the country in which it is organized or incorporated and that he has legal authority, permission, resolution or power of attorney to bind that company.
- 1.3 Terms and conditions of Customer or of third parties that deviate from or conflict with these Terms of Use, will not apply, even if Bosch does not expressly contradict these terms and conditions of the Customer.
- 1.4 Bosch is entitled to commission any Webinar Service from third parties acting as subcontractors.

2. Registration, Obligations in Electronic Commerce and Notices

- 2.1 The access to and the use of the Webinar Services requires a registration.
- 2.2 Customer must provide certain information required by Bosch to provide access to the Webinar Services. The data requested by Bosch at the time of the registration must be stated completely and correctly.
- 2.3 By submitting registration data, Customer is making Bosch an offer to conclude a contract based on these Terms of Use. After submitting the registration data, these are validated by Bosch for completeness and plausibility. Confirmation by Bosch is done by email with a weblink that must be clicked by the Customer for confirmation. With confirmation, Customer shall be entitled to use the Webinar Services in accordance with these Terms of Use.
- 2.4 The following general obligations in electronic commerce do not apply to the access to and the use of the Webinar Services:
 - a) provision with reasonable, effective, and accessible technical measures with the help of which the Customer may identify and correct input errors prior to making his order according to § 312i para. 1 sentence 1 no. 1 German Civil Code;
 - b) communicate to the Customer clearly and comprehensibly the information specified in Article 246c of the Introductory Act to the Civil Code [*Einführungsgesetz zum Bürgerlichen Gesetzbuch*] in good time prior to sending his order according to § 312i para. 1 sentence 1 no. 2 German Civil Code; and
 - c) confirmation of the receipt of the order without undue delay according to § 312i para. 1 sentence 1 no. 3 German Civil Code.
- 2.5 All notices will be sent in electronic form to the email address associated with the registration.
- 2.6 Customer is liable for all activities performed under Customer's registration data.

3. Usage rights

- 3.1 Bosch grants to the Customer the limited non-exclusive, revocable, non-transferable, non-sub-licensable right, to access and use the Webinar Services solely in accordance with these Terms of Use.
- 3.2 Any content and information provided by Bosch within the scope of the Webinar Services contains information and content protected by copyright. These may not be used for any other purpose than for the performance of the Webinar Service and the enhancement of the customer's knowledge. The customer acquires a non-exclusive, non-transferable right of use for this purpose. In particular, it is not permitted to make additional copies of the information and contents, to process them, to pass them on to third parties or to reproduce them publicly without the written consent of Bosch. The customer may not remove copyright notices, trademarks, digital watermarks and other reservations of rights in information and content.
- 3.3 If the Customer violates any of the provisions of this Section 3, Bosch shall be entitled to and reserves the right to suspend Customer's access to the Webinar Services

4. Customer's Obligations

- 4.1 Customers' access and use of the Webinar Services shall comply with all applicable laws, including copyright or trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction or be in contravention of any agreement that the Customer has signed with a third party. Customer is responsible for making sure that its access to and the use of Webinar Services is in compliance with the applicable laws and regulations.

5. Remuneration

The Webinar Services are provided free of charge.

6. Warranty

- 6.1 As the Webinar Services are provided free of charge, Bosch does not assume any warranty for material defects and/or defects of title, except in cases in which Bosch fraudulently concealed the respective material defect and/or defect of title.
- 6.2 Bosch does not warrant that the access to and the use of Webinar Services will not be impaired by downtime, maintenance activities or malfunctions. Bosch will use reasonable efforts to ensure that the Webinar Services are as user-friendly as possible. Technical malfunctions (e.g. interruption in the electricity supply, hardware and software errors, and technical problems in the data lines) also can, however, give rise to temporary restrictions or interruptions.

7. Liability

- 7.1 As the Webinar Services are provided free of charge, Bosch does not assume any liability for damages resulting from the use of the Webinar Services, except in cases of gross negligence or intent. The Liability for damages under the German Product Liability Act is not excluded.
- 7.2 The foregoing limitation of liability shall also apply in the event of fault by a person engaged by Bosch in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Bosch.

8. Indemnification

- 8.1 The Customer is obligated to indemnify, defend and hold Bosch harmless for and from any third party claims related to any breach of this Terms of Use or any violation of any applicable law or regulation by the Customer unless Customer is not responsible for the claim.
- 8.2 Bosch shall notify the Customer without delay and leave to the Customer the defense of these claims. Bosch will provide the Customer with all reasonable support.

9. Term and Termination

- 9.1 The term of this Terms of Use commences with the date of registration and will remain in effect until completion of the Webinar Services unless previously terminated by Bosch or by the Customer.
- 9.2 The Customer and Bosch may terminate this Terms of Use and cancel all Webinar Services at any time for any reason.
- 9.3 Upon the effective date of termination all authorizations of the Customer according to these Terms of Use end.

10. Data Privacy

- 10.1 When processing personal data, Bosch complies with the statutory provisions on data protection. The details about the collected data and their respective processing can be found in the Bosch privacy policy.

11. Changes

- 11.1 At any time, Bosch shall have the right to modify the Webinar Services and to discontinue the provision of Webinar Services.
- 11.2 Bosch is especially entitled to make necessary changes or deviations in terms of content, methodology and organization before or during a webinar. For reasons for which Bosch is not responsible, such as illness of the speaker, Bosch has the right to cancel or postpone any Webinar Service.
- 11.3 Bosch reserves the right, within the bounds of reasonableness and taking into account the legitimate Customer interest, to modify the Terms of Use, if this is necessary to meet the technical requirements, change in laws or regulations or with regard to further developments. Changes are only made if the interest of Bosch in the change prevails.

12. Applicable law and place of jurisdiction

- 12.1 The contractual relationships between the Parties shall be governed by the substantive laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 12.2 The exclusive place of jurisdiction for any legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany.

13. Miscellaneous

- 13.1 Contractual declarations and notifications to be given by the Customer after execution of an agreement (such as setting of deadlines, notification of defects or termination) must be provided in text form (e.g. eMail, letter) to be effective.
- 13.2 Customer may not assign any or all portion of its obligations without the prior written consent of Bosch, not to be unreasonably withheld.
- 13.3 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

Bosch.IO GmbH