

# End User Terms / Terms of Use Westfalia Connect

## 1. Provider

The provider of the web app is:

Westfalia Mobil GmbH  
Gleichenstraße 20  
99867 Gotha  
Germany

E-mail: zentrale@westfalia-mobil.com

## 2. Scope of Application

These Terms of Use govern the use of the Web Application, including all related functions, content and services.

## 3. Subject matter of the agreement

In particular, the web app allows you to view onboard information, control onboard functions, and manage settings.

## 4. Registration and User Account

- (1) For certain functions, the creation of a user account is required.
- (2) The User undertakes to provide truthful and complete information when registering.
- (3) Access data must be treated confidentially and protected from access by third parties.
- (4) The User is obliged to inform the Provider immediately of any unauthorized use of his account or security incidents.

## 5. Zulässige Nutzung

The use of the WebApp is only permitted within the framework of the applicable laws and these Terms of Use.

In particular, it is prohibited to:

- circumvent security mechanisms,
- manipulate software components,
- to make unauthorized access to systems,
- introducing malware,
- use the Web-App improperly or illegally.

The provider is entitled to temporarily or permanently block access in the event of violations.

## 6. Safety and Usage Notices

Functions that influence on-board functions may not be used if this creates safety risks.

- (1) The User is responsible for using the WebApp only under safe conditions.
- (2) Functions that have an influence on on-board functions may not be used if the safety of persons, vehicles or property may be endangered as a result.
- (3) The user must ensure that only authorized persons have access to the control functions.

(4) The use of the App does not release the User from his obligation to regularly check the vehicle and its systems.

## **7. Availability**

There is no entitlement to the availability of the web app at all times.

(1) The Provider shall endeavour to ensure that the WebApp is available as uninterrupted as possible.

(2) Maintenance work, security updates, technical faults or force majeure may temporarily limit availability.

(3) There is no entitlement to availability at all times.

## **8. Updates and Changes**

The Provider is entitled to:

- extend, modify, or limit features,
- provide security updates,
- to make technical adjustments,
- set individual functions.

If necessary, the user will be informed of any significant changes.

## **9. Liability**

(1) The Provider shall be liable without limitation in the event of intent and gross negligence.

(2) In the event of slight negligence, the Provider shall only be liable in the event of a breach of essential contractual obligations and limited to the foreseeable, contract-typical damage.

(3) Liability for loss of profit, indirect damage or loss of data is excluded – to the extent permitted by law.

(4) The statutory liability provisions under product liability law as well as in the event of injury to life, limb or health shall remain unaffected.

## **10. Intellectual Property**

All rights to the WebApp, including software, trademarks, logos, designs and content, remain with the Provider or its licensors.

The user is granted a simple, non-transferable and revocable right of use for the duration of the use.

## **11. Data protection**

Information on the processing of personal data can be found in the Privacy Policy.

## **12. Term of Contract and Termination**

(1) The contract of use shall run for an indefinite period of time.

(2) The User may delete or terminate his User Account at any time.

(3) The Provider may terminate the contract for good cause, in particular in the event of violations of these Terms of Use.

### **13. Final Provisions**

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) If permitted by law, the place of jurisdiction shall be the registered office of the provider.

(3) Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.