

## **General terms and conditions**

### **§ 1 Scope**

(1) These General Terms and Conditions (hereinafter: GTC) apply to all contracts between us, the

DC Connected Car GmbH  
Auf der Reute 5  
89278 Nersingen

and you as our customers, suppliers or business partners. The GTC apply regardless of whether you are a consumer, entrepreneur or merchant. However, some regulations, such as those concerning the right of withdrawal, only apply to consumers. The contract language is German.

(2) All agreements made between you and us in connection with the contract result in particular from these terms and conditions, our written order confirmation and our declaration of acceptance. The essential characteristics of the goods or services can be found in the offer, as well as in the aforementioned documents and our website at [www.dc-connected.de](http://www.dc-connected.de).

(3) The version of the GTC valid at the time of conclusion of the contract shall apply.

(4) We do not accept any deviating terms and conditions. This also applies if we do not expressly object to the inclusion.

(5) Our main business activity is the provision of a digital platform for the provision or brokerage of (digital) automotive services, as well as for the retrieval of diagnostic and vehicle data provided as part of remote diagnostics, fleet management and logbook services (hereinafter: automotive services). This may also include the temporary provision of goods with digital elements (dongle).

### **§ 2 Conclusion of contract**

(1) The presentation and advertising of articles or services in our online offer (hereinafter: online platform or online store) does not constitute a binding offer to conclude a contract.

(2) You can request a quote by phone, by email or by using the contact form on our website.

You can detect input errors by carefully reading the information displayed on the screen on the item detail page, as well as the order overview page. For better recognition of input errors, you can use the magnification function of your browser. You can use the regular input functions of your device, i.e. display, keyboard or mouse, to change the entries.

Since order processing and contacting take place via e-mail, you must ensure that the e-mail address you provide is correct, that the e-mails can be properly delivered and that access is not prevented by a spam filter.

(3) We will confirm receipt of the order immediately by e-mail. Such an e-mail does not constitute a binding acceptance of the order, unless, in addition to the confirmation of receipt, the acceptance is declared at the same time.

(4) A contract is only concluded when we accept your order by a declaration of acceptance or by delivery of the ordered items. We store the text of the contract and send you the text of the contract with customer information in text form after conclusion of the contract (e.g. by e-mail).

(5) If the delivery of the goods ordered by you is not possible, for example because the corresponding goods are not in stock, we refrain from a declaration of acceptance. In this case, a contract is not concluded. We will inform you of this immediately and refund any consideration already received without delay.

(6) We offer a customer service. You can reach them at +497308/4049115.

### **§ 3 Right of withdrawal**

(1) If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions.

(2) If you, as a consumer, make use of your right of revocation according to section 1, you have to bear the regular costs of the return shipment.

(3) In all other respects, the right of revocation shall be governed by the provisions set forth in detail in the following

### **Cancellation policy**

#### **Right of withdrawal**

**You have the right to cancel this contract within fourteen days without giving any reason.**

**The withdrawal period is fourteen days from the date of conclusion of the contract.**

**To exercise your right of withdrawal, you must contact us, the**

**DC Connected Car GmbH  
Auf der Reute 5  
89278 Nersingen**

**E-Mail: [verwaltung@dc-connected.de](mailto:verwaltung@dc-connected.de)**

**by means of a clear declaration (e.g. a letter sent by mail, fax or e-mail) about your decision to revoke this contract. You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory.**

**In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.**

#### **Consequences of the revocation**

**If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.**

**You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.**

**You bear the direct costs of returning the goods.**

**You only have to pay for any loss of value of the goods if this loss of value is due to the handling of the goods which is not necessary for the inspection of the condition, properties and functioning of the goods.**

**If you have requested that the service should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.**

(4) You do not have the right of withdrawal in the following cases:

(a) The right of withdrawal shall also expire in the case of a contract for the provision of services if the Entrepreneur has provided the service in full and has only started to perform the service after the Consumer has given his express consent to this and at the same time confirmed his knowledge that he will lose his right of withdrawal upon full performance of the contract by the Entrepreneur. In the case of an off-premises contract, the consumer's consent must be transmitted on a durable medium. In these cases, you cannot revoke your declaration of intent.

(b) The right of withdrawal shall also expire in the case of a contract for the supply of digital content not provided on a tangible medium if the trader has begun performance of the contract after the consumer has

1. has expressly consented to the Contractor commencing performance of the contract before the expiry of the withdrawal period, and

2. has confirmed his knowledge that by his consent he loses his right of withdrawal at the beginning of the execution of the contract.

In these cases, you cannot revoke your declaration of intent.

- (c) The right of withdrawal does not apply to contracts where you have requested us to visit you to carry out urgent repair or maintenance work. This does not apply with regard to further services provided during the visit that you have not expressly requested or with regard to such goods delivered during the visit that are not necessarily required as spare parts during the maintenance or repair.

#### **§ 4 Independent and autonomous contracts between workshop and workshop customers, as well as fleet managers and fleet drivers/customers; implementation of remote maintenance services.**

If a workshop is commissioned with repair or service work, the contracts for the provision of repair or service work are concluded exclusively between the workshop customer and his selected workshop. DC Connected Car GmbH is not involved in these contracts. DC Connected Car GmbH is not liable for damages or breaches of contract resulting from these independent contracts. DC Connected Car GmbH is not responsible for the offers and services and does not assume any liability or warranty for the products, contents or services of third parties.

The DC Connected software offers the option of collecting diagnostic data and deleting error messages and error codes from the vehicle memory as part of remote maintenance. The evaluation and decision on the deletion and the execution of the deletion are solely at the discretion and responsibility of the servicing workshop. The deletion function may only be performed by qualified personnel. Attention must be paid to compliance with the regulations of the StVO. The vehicle must be parked properly. The engine must be switched off. The vehicle user must be instructed about possible risks and consequences and be made aware of any display changes that may occur. The supporting workshop must ensure that no error messages relevant to traffic or operational safety are deleted. The supporting workshop must check whether it is possible to continue driving safely. The deletion process is only fully completed when driving is resumed. DC Connected Car GmbH is not liable for damages resulting from incorrect use of the delete function. The regulations of §§ 13 and 14 remain unaffected.

If the products or services of a fleet manager (e.g. a car rental company) are used, the contracts for the provision of fleet or service are exclusively between the fleet managers and the drivers or fleet customers. DC Connected Car GmbH is not involved in these contracts. DC Connected Car GmbH is not liable for damages or breaches of contract arising from these independent contracts. DC Connected Car GmbH is not responsible for the offers and services and does not assume any liability or warranty for the products, contents or services of third parties.

#### **§ 5 Requirements for the digital environment, duty to cooperate**

(1) Our automotive services, as well as the dongle, can only function under certain system requirements (compatibility requirements). We provide you with the compatibility requirements on our website [www.dc-connected.de](http://www.dc-connected.de) for retrieval. By concluding the contract, you confirm that you have taken note of these requirements.

(2) You have a duty to cooperate with us to determine whether the cause of any defects in the Digital Products was in your digital environment. If you are a consumer, you have this duty only to the extent reasonably necessary and possible and we use a technical means that you can reasonably be expected to use.

#### **§ 6 Terms of delivery and reservation of advance payment, time of provision**

(1) The delivery period for the dongle is up to five (5) business days. It begins - subject to the provision in paragraph 2 - with the conclusion of the contract. The dongle will be sent to the workshop or fleet manager specified in the order.

(2) In the case of orders from customers with their place of residence or business abroad or in the case of justified indications of a risk of non-payment, we reserve the right to deliver only after receipt of an advance payment plus shipping costs (advance payment reservation). If we make use of the advance payment reservation, we will inform you immediately. In this case, the delivery period begins with payment of the advance payment.

(3) The digital products are made available immediately after successful registration and activation of the automotive service. However, some digital products can only be provided after successful

installation of the dongle on the vehicle. This applies in particular to services in connection with vehicle or diagnostic data.

## **§ 7 Ownership of the dongle**

(1) If you rent a dongle from us, the following regulations apply: The dongle delivered to you remains our property in its entirety. In the event of seizure or other access by third parties, you must notify us immediately in text form and provide us with all documents required to protect our rights, in particular to file a third-party action in accordance with § 771 ZPO (German Code of Civil Procedure).

The dongle must be used with the care customary for its use. In the event of any damage or impairment, you are obliged to report the details of the damage to us immediately. You are liable according to the legal regulations.

You may not make any changes to the dongle. No modification is a wear and tear of the goods by the contractual use according to § 538 BGB.

You may not sell, give away, rent or lend the dongle. If you have received the dongle as a workshop for transfer to customers, you may transfer the dongle to your customers. The customer has to be informed about the ownership of DC Connected Car GmbH and the obligations mentioned in this paragraph as well as the obligation to return the dongle after the end of the contract before passing it on. The same applies to the passing on of the dongle within the framework of the fleet management service with regard to the transfer to the drivers concerned.

(2) If you purchase a dongle or other contract products from us, the following regulations apply: The delivered contract products remain the property of DC Connected Car GmbH until full payment has been made. You may use the contractual products and resell them in the ordinary course of business as long as you are not in default of payment. However, you may not pledge the contractual products or assign them by way of security. You already now assign the claims for payment against your customers from a resale by way of security up to the amount of the invoiced purchase price to DC Connected Car GmbH. DC Connected Car GmbH accepts the assignment. You may collect the assigned claims on your account in your own name on our behalf as long as this authorization is not revoked. Our right to collect these claims ourselves shall not be affected thereby.

Any processing or transformation shall always be carried out for us. If the dongles or other contractual products are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the contractual products to the other combined or mixed items at the time of combination or mixing. If there is only co-ownership in a case of sale, the assignment shall apply in the amount corresponding to the value of the co-ownership share. In the event of seizure of the contractual products by third parties or in the event of other interventions by third parties, you must refer to our ownership and notify us immediately in writing.

(3) The number of vehicle service licenses is independent of the number of dongles purchased or rented.

## **§ 8 Contract term and termination**

(1) The contract for the automotive services is concluded for an indefinite period, but at least for the period of one year specified in the product description. The contract can be terminated during the minimum term with a notice period of 4 weeks to the end of the minimum term. If the contract is not terminated before the end of the minimum term, it shall be automatically extended by a further year. In this case, sentences 1 and 2 shall apply accordingly.

(3) The rental agreements for the dongle are concluded for an indefinite period of time, but at least for the period of one year specified in the product description. The rental agreements can be terminated during the minimum term with a notice period of 4 weeks to the end of the minimum term. If the contract is not terminated before the end of the minimum term, it shall be automatically extended by a further year. In this case, sentences 1 and 2 apply accordingly.

(4) The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if you are in default with two consecutive payments or if you have intentionally damaged the rental object.

(5) Cancellations must be made in text form (e.g. by e-mail to [verwaltung@dc-connected.de](mailto:verwaltung@dc-connected.de)).

(6) In case of termination, you are obliged to return the rental items (dongle) with all accessories to us (DC Connected Car GmbH, Elchinger Straße 53, 89278 Nersingen) immediately after the end of the contract period. Payments made in advance will not be refunded.

(7) After termination of the contract - regardless of the reason - all dongles provided to you on a rental basis must be returned to us immediately. If you are a consumer, we will bear the costs of the return shipment.

(8) After termination of the contract, you may neither use the digital products nor make them available to third parties. We are entitled to prevent further use and, for example, to block your user account.

### **§ 9 Prices and shipping costs**

(1) All prices are net prices excluding the statutory value added tax and do not include shipping costs. Total prices are stated inclusive of statutory value-added tax. For rental agreements, the total price for the usage fee during the minimum term is calculated from the annual usage fee plus VAT.

(2) For rental contracts and the motor vehicle services, we have the right to change the usage fees for the next contract term, whereby we will notify you six weeks before the change. If you do not agree with the fee adjustment, you may terminate the contract two weeks before the change comes into effect as of the effective date.

(3) Additional costs may be incurred if you commission us with further services. The costs for this are based on our current price lists.

### **§ 10 Terms of payment, set-off, right of retention**

(1) The usage fees, purchase prices, rents and shipping costs are to be paid within two (2) weeks of receipt of our invoice at the latest.

(2) You can pay the fees and shipping costs by bank transfer to an account specified in our invoice.

(3) In the event that we reimburse you for charges, you agree to the reimbursement by bank transfer to a bank account specified by you. If you are a consumer, this applies only if no fees are charged for the refund.

(4) You are not entitled to offset against our claims unless your counterclaims are legally established or undisputed. You are also entitled to offset against our claims if, for example, after a revocation, you assert claims for return of goods or notices of defects or counterclaims from the same purchase contract.

(5) You may only exercise a right of retention if your counterclaim arises from the same contract.

### **§ 11 Updating (Updates)**

(1) We may provide updates throughout the term of the Agreement to keep our Services in good working order and secure. If you fail to install the updates provided by us within a reasonable period of time, we will not be liable for any product defect.

(2) If you are a consumer, this applies only if the product defect is solely due to the lack of the appropriate update and if we have informed you of the availability of the update and the consequences of failure to install it and the failure to install or improper installation is not due to defective installation instructions.

### **§ 12 Right to amend**

(1) We have the right to make changes beyond what is necessary to maintain the contractual conformity of the Digital Content or Digital Services. We are also entitled to apply updates to the dongle associated with the motor vehicle service (updates and/or upgrades).

(2) If you are a consumer, we have the right only if there is a valid reason, this change is not associated with additional costs for you and we notify you of the change. A valid reason can be, for example, the improvement or expansion of our service offering (upgrades), or the adaptation of our service to new technical environments or changed user numbers.

(3) In the event of changes that affect access to or use of our services, we will notify you in advance in text form of the change. You then have the right to terminate the contract free of charge within 30 days of receipt of the information or after the date. This does not apply if we allow you to keep our Services unchanged.

### **§ 13 Warranty**

No liability is assumed for the correctness or completeness of the diagnostic data and error codes provided. § 14 remains unaffected by this. The customer shall bear the responsibility for the evaluation of the data. Insofar as service recommendations are given, these recommendations are based on

general principles or are derived from empirical data. The evaluation of the application to the respective vehicle is made by the customer, or the workshop. In case of purchase of a dongle, the warranty for material defects or defects of title is excluded, but this does not apply if you are a consumer.

#### **§ 14 Liability**

(1) We shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

(2) In other cases, we shall only be liable - unless otherwise stipulated in para. 3 - in the event of a breach of a contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which you as the customer may regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in paragraph 3.

(3) Our liability for damages arising from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

#### **§ 15 Applicable law and place of jurisdiction**

(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. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1. If you are a consumer, you may invoke the law applicable at your usual place of residence that is more favorable to you.

(2) If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction is the registered office of DC Connected Car GmbH, namely Nersingen. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

#### **§ 16 Dispute Resolution:**

The EU Commission has created an Internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link:

<http://ec.europa.eu/consumers/odr>

We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Applicable version as of 08.04.2022

**Sample cancellation form**

If you want to cancel the contract, please fill out and return this form

To:

DC Connected Car GmbH  
Auf der Reute 5  
89278 Nersingen

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/provision of the following service: (\*)

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Ordered on \_\_\_\_\_/received on \_\_\_\_\_

Name of the consumer

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Address of the consumer

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Signature of the consumer (only in case of notification on paper)

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Date

(\*) Please delete where inapplicable.