



English Version

General Terms of Use for the services available from Robert Bosch GmbH via the website www.bosch-classic.com

These Terms of Use apply in their valid form at the time of the contract conclusion for the use of the services obtained via the portal www.bosch-classic.com ("Bosch-Classic.com") of Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe Germany (hereafter "Bosch", "we", "us") through you as the end user (hereafter "User").

1. Service offer and availability

1.1 Bosch-Classic.com is a platform with various services, by means of which you, as a user, can obtain information, among other things, make contact and communicate with workshops and other service providers.

1.2 The prepared services can be, e.g. the provision of data, picture documents, information and other contents (hereafter summarised as "contents"), and furthermore the possibility to store information and documents for your vehicle on the platform, as well as to enter into contact with and hiring service providers.

1.3 We reserve the right to add to the services offered on Bosch-Classic.com or to temporarily restrict the use of the provided services. As a User, you are not entitled to the retention of certain services or parts.

1.4 For the use of certain services, you must register. The registration for the use of Bosch-Classic.com is free.

1.5 For the services, there is no claim to interruption-free use. It is not guaranteed that the access or the use of Bosch-Classic.com is not interrupted or affected by maintenance work, further development or other other disturbances that can, in some cases, also lead to data loss. We endeavour to provide an interruption-free use of the Bosch-Classic services.



However, due to technical disturbances (such as interruptions of the power supply, hardware- and software errors, technical problems in the data cables) temporary limitations or interruptions may occur.

2. Registration of Bosch-Classic.com

2.1 To register at Bosch-Classic.com, you must be of legal age. Minors and persons, whose access authorisation has been locked, are prohibited from registering. During the the registration process, you are requested to determine your access data. These are comprised of a user name of your choosing, your first and last names, an e-mail address as well as a password chosen by yourself and (for commercial use) the company name. The provision of further contact information is not required during the registration with Bosch-Classic.com. You do however have the possibility to voluntarily provide further contact data after the registration.

2.2 The data provided by you must be complete and correct. If these data change during your user relationship, you should immediately correct your data at Bosch-Classic.com in your personal settings.

2.3 With the sending of your registration data, you are submitting an offer for the conclusion of a user relationship on the basis of these Terms of Use. The acceptance of the offer will be decided upon after consideration thereof. If the registration is not confirmed by means of the e-mail provided by you within a certain period of time (currently 24 hours), you shall no longer bound to your offer. By accessing the e-mail confirmation, a user relationship that is in accordance with the contract comes into being and we approve the registration. From the time of approval, you are entitled to the use of Bosch-Classic.com in the context of these Terms of Use. In order to accomplish this, you must first confirm by clicking on the link in the e-mail.

2.4 You may only register once on Bosch-Classic.com. Your registration, the user relationship and the access data are not transferrable. We do not carry out any checks to confirm your identity or your information when you register. We and Bosch-Classic.com thus do not make any guarantee that any profiles correspond to the persons who are represented therein.



Please note: Insofar as the application of the access to the object, that cannot be attributed to your commercial nor your independent occupational activity, takes place, you, as a User, have a legal right to cancellation. Particulars relating to the right of cancellation can be obtained from the cancellation policy.

3. Responsibility for the access data

3.1 Your access data, including of the password, should be kept secret and not made accessible to any unauthorised third parties.

3.2 It is furthermore your responsibility to ensure that access to Bosch-Classic.com, and the use of services available on Bosch-Classic.com, is only made by you or, in the case of commercial use, by someone authorised by you. If it is feared that unauthorised third parties have requested or will request information to your access data, Bosch must be informed immediately by post, by fax or by e-mail:

Robert Bosch GmbH
Bosch Classic (AA-TR/ATR)
Auf der Breit 4
D-76227 Karlsruhe
Fax: +49 (0)711 811 507-1660
E-mail: classic@bosch.com

Please note: You are fully responsible for all use and/or other activities on Bosch-Classic.com, that are carried out under your access data.

4. Locking of access

4.1 Bosch can, upon its own discretion, lock your access to Bosch-Classic.com completely or partially, temporarily or permanently in the presence of specific indications that you have breached these Terms of Use and/or the applicable law, or if we have other authorised reasons for implementing the lock. In the decision regarding the lock, your authorised interests are taken into account appropriately. Should you continue to breach these Terms of Use despite having been warned, we reserve the right to lock your access permanently and exclude you from future participation in Bosch-Classic.com.

4.2 In the event of temporary or permanent locking of your access rights, you will be notified by e-mail.



4.3 In the event of temporary locking, the access right will be re-activated after the lock period has elapsed or the the reason for locking has been eliminated and you will be notified by e-mail. A permanently locked account cannot be re-activated.

5. Termination of use

5.1 You can discontinue your access at any time by means of terminating your membership of Bosch-Classic.com by unsubscribing from the service. We likewise reserve the right to discontinue the free access to certain, or to all, services with a period of fourteen (14) days.

5.2 In the event of a complete termination of your Bosch-Classic.com membership, we have the right to delete all data, that has come into being through the creation of your membership, after the effective date of the termination and after the expiry of any statutory grace period after a period of thirty (30) calendar days. For personal data, the regulations for data protection, that can also provide for a shorter period for the deletion, take priority.

6. Scope of the allowed use, behaviour rules, monitoring of the user activities

6.1 Your usage authorisation is limited to the access to Bosch-Classic.com as well as to the use of the respectively available services on Bosch-Classic.com in the context of the regulations of this usage authorisation.

6.2 You are responsible for the creation of the technical conditions (especially hardware, web browser and Internet access) necessary for the contractual use of the services in your sphere of responsibility. We or Bosch-Classic.com are not obligated to provide any advice in this regard.

6.3 Please note that the user activities in the legally allowed scope of the Telemedia Act and Federal Data Protection Act may be monitored or a legal obligation for us in this regard may exist. This also includes, if applicable, the recording of IP communication data, as well as its evaluation, in the event of specific suspicion of the breach against the present participation and Terms of Use and/or possible cases of specific suspicion of the presence of other types of illegal handling or offences.



7. Protection of the contents

7.1 The contents available on Bosch-Classic.com are partially protected by the copyright, trademark and competition laws or by other proprietary rights, and are owned by us, the customer or other third parties who have made the respective contents available. The compilation of the contents on Bosch-Classic.com is, as such, likewise protected by copyright. You may only use these contents in accordance with these Terms of Use as well as in the context of Bosch-Classic.com. Contents of users as well as other third parties will hereafter be referred to as "third party contents".

7.2 We do not carry out any completeness or correctness checks of third party contents and therefore do not take any responsibility or make any guarantee for the completeness, correctness, legality or currency of third party contents. This also applies with regard to the quality of the third party contents and their suitability for a specific purpose.

8. Right of use of contents available on Bosch-Classic.com

8.1 Insofar as continued use in these Terms of Use or on Bosch-Classic.com is not expressly permitted or made possible on Bosch-Classic.com through a relevant function (e.g. download button),

- you may download and display the available contents on Bosch-Classic.com exclusively for your own purposes and, if you are a natural person, for the purposes of the family members living in the same household as yourself. If you use Bosch-Classic.com in the context of your commercial or occupational activities, you may use the available contents on Bosch-Classic.com exclusively for your own internal business purposes. Use of the available contents for purposes above and beyond this, is prohibited (see also section 10.). This right of use is limited to the duration of your contractual participation at Bosch-Classic.com.
- you are prohibited from completely or partially editing or changing, translating, showing, demonstrating, exhibiting, duplicating or distributing the contents made available by us on Bosch-Classic.com (including use of so-called i-framing). You are likewise prohibited from removing or altering copyright notices, logos or other marks or protection notes.



8.2 Only you are authorised to the downloading of contents (hereafter "download") as well as for the printing of contents, insofar as a possibility for downloading or printing at Bosch-Classic.com is available as a function (e.g. by means of a download button).

8.3. From the contents that were downloaded or printed by you, you obtain an unlimited and non-exclusive right of use for your own purposes or for the purposes of the family members living in the same household as yourself.

8.4 The mandatory legal rights (including the duplication for private and otherwise personal use according to §53 Copyright) remain unaffected.

9. Setting of own contents by you

9.1 Insofar as contents are available at Bosch-Classic.com, you can set them, whilst taking into account the following regulations, at Bosch-Classic.com.

9.2 If you make the offered services available to our partners (workshops or other partners), you grant said partners a simple, free of charge, content -related, spatial and temporary right of use in accordance with the right of use of the contents in the context of the respective contractual relationship.

9.3. Insofar as we expressly offer you the possibility to remove the contents from Bosch-Classic.com, we reserve the right to retain the created copies for security or verification purposes. The rights of use, that you have granted to our partners in the context of your orders, likewise remain unaffected.

9.4 You are fully responsible for the contents that have been set by you. We do not undertake any verification of the contents for the purposes of ensuring completeness, correctness, legality, currency, quality or suitability for a specific purpose.

Please note: You guarantee to us that you are the sole owner of all rights pertaining to the contents that you have transferred to Bosch-Classic.com, or are otherwise authorised (e.g. through a valid permission of the rights holder) to configure the contents on Bosch-Classic.com and to guarantee the use and exploitation rights as previously indicated.



This applies especially to foreign copyright holders, brands or patent rights as well as commercial and/or competition-related performance protection laws and personal rights.

10. Prohibited activities

10.1 Commercial use is allowed exclusively in accordance with the scope of section 4. Illegal commercial use includes the paid exploitation of services and their contents available at Bosch-Classice.com.

10.2 Any types of activities on, or in connection with Bosch-Classice.com, that infringe upon current laws, the rights of third parties, or the principles of youth protection, are prohibited. In particular, the following actions are prohibited:

- the setting, distribution, offering and use of content that is pornographic, breaches youth protection laws, data protection laws and/or content that breaches other laws and/or includes fraudulent contents, services and/or products;
- the use of contents that offend or slander other users or third parties;
- the use, the provision, or the distribution of contents, services and/or products that are legally protected or are fraught with the rights of third parties (e.g. copyrights), without being expressly authorised to do so.

10.3 Furthermore, independent of a possible legal infringement, the following activities are also prohibited when setting own contents on Bosch-Classice.com:

- the distribution of viruses, trojans or other harmful files;
- the distribution of offensive, sexually characterised, obscene or defamatory contents as well as content that is aimed at supporting or promoting racism, fanaticism, hate, physical violence or illegal activities (either explicitly or implicitly);
- the distribution and/or public reproduction on Bosch-Classice.com of available contents, insofar as this is not expressly permitted by the respective originator or expressly made available as a function on Bosch-Classice.com.

10.4 Likewise prohibited are all activities that are aimed at affecting the smooth operation of Bosch-Classice.com, especially those that excessively burden our IT systems.



10.5 In the event of illegal or improper use of Bosch-Classic.com, or use which is in violation of the contract or is otherwise unjustified, you can report such unjustified use by post, by fax or by e-mail to

Robert Bosch GmbH
Bosch Classic (AA-TR/ATR)
Auf der Breit 4
D-76227 Karlsruhe
Fax: +49 (0)711 811 507-1660
E-mail: classic@bosch.com

. We will thereupon test the process and take appropriate steps if necessary.

In the event of incidents relating to data protection and information security, please inform our Group Data Protection Officer:

Robert Bosch GmbH
Group Data Protection Officer
Mr Goebel (C/ISP)
P.O. box 30 02 20
D-70442 Stuttgart

10.6 We and Bosch-Classic.com reserve the right to refuse the setting of content and / or to edit, block or remove previously set contents without prior notice, if the setting of the contents by you, or the set contents themselves, have led to an infringement of said provisions, or specific indications that a serious infringement will occur are present. Your valid interests will, however, be taken into account.

11. Approval

11.1 You are obligated to release us from all costs, claims and disadvantages that third parties validate through you, due to the violation of their rights through your contents, or due to legal changes, and that are aimed at us.

11.2 You are furthermore obligated to compensate us for all expenses that are incurred through the infringement, especially costs of the appropriate legal defence, including incidental court and attorney's fees. This does not apply if and insofar as the infringement is not represented by yourself.



12. Legal Limitation of Liability

12.1 In the context of the use of our services, the liability on our part for breaches of duty due to slight negligence are excluded insofar as this does not affect damage resulting from fatal, physical or health-related injuries or warranties or claims in accordance with the product liability law. Furthermore, the liability for the breach of duties, the fulfilment of which makes the proper execution of the user relationship possible at all, and the compliance of which the User may regularly rely upon, remain unaffected. The same applies to infringements of our vicarious agents.

12.2 Insofar as the liability is excluded or limited by us in accordance with these conditions, this also applies to the liability of our institutions and fulfilment and vicarious agents, especially of our employees.

13. Changes to the Terms of Use

13.1 Bosch-Classic.com reserves the right to change these Terms of Use at any time with effectiveness even within the existing contract relationships. Regarding such changes, you will be notified by e-mail at least thirty (30) calendar days before the planned entry into force of the change in question. If you do not make any objections within thirty (30) days from the time of accessing the notification, and also continue the utilisation of the services after the expiry of the objection period, the changes will be considered as having taken effect starting from the time at which the period has expired. In the event of objections on your part, the user relationship under the previous conditions shall continue. Bosch-Classic.com reserves the right, in the event of an objection, to terminate the contract relationship in accordance with section 6. In the notification notice, you will be referred to your right to object as well as the associated consequences.

14. Changes to the services

14.1 We have the right to change the services at Bosch-Classic.com, offer new free or paid ones and adjust the provision of free services at any time. We will take your legal interests into account when doing this.

14.2 In every change notification, you will be separately referred to the consequences of the change and your right to object. The change notifications will generally be sent by e-mail to the e-mail address which you have provided.

15. General provisions

15.1 Comprehensive information about us as operators of Bosch-Classic.com can be found in the imprint section on our website.

15.2 German law applies under exclusion of the German international private law and UN commercial law.

15.3 If you are a merchant, the place of jurisdiction is exclusively the place of business of Robert Bosch GmbH. We do, however, also have the right to litigate at your place of business at our own discretion.

15.4 Should any of the provisions of these Terms of Use be or become ineffective, the effectiveness of the remaining conditions thereof shall nevertheless remain unaffected. In such an event, the parties shall be obligated to contribute to the creation of provisions.