

Legal information and terms of use of Continental Reifen Deutschland GmbH for the application "ContiConnect Driver App".

By installing and / or using the application "ContiConnect Driver App" (referred to in the following as the "App" or "ContiConnect Driver App"), the installer / user unconditionally agrees to the following terms of use of Continental (hereinafter "Continental")

These terms of use refer to the following additional terms, which also apply to the use of the app and can be found in the app:

- Data Protection Conditions

§ 1

Intellectual property rights of Continental right of use

The terms of use laid down on the Continental website – Business and Program Policies shall apply for the use of the app, unless otherwise determined by the provisions below.

The ownership of all intellectual property rights in the app, and associated works published and created by Continental, whether or not as part of the app, as well as their configuration in the app, remains exclusively with Continental and its subsidiaries. Any use, including reproduction, distribution or making available to the public, of such texts, pictures, graphics, animations, videos, music, sounds and other materials in other electronic or printed publications (especially in other apps or websites) is not permitted without the express consent of Continental or its subsidiaries.

Continental is entitled to use the trademarks and logos (the "trademarks") represented in, or associated with, the app. Nothing in these terms of use, and none of the information in the app, is to be interpreted as granting a license to use these trademarks. The conclusion cannot be drawn that the trademarks are freely available to anyone simply from the mere naming of the trademarks in the app. The express written consent of Continental is required to use the trademarks. The unauthorized use of these trademarks is strictly prohibited.

Continental will enforce its intellectual property rights throughout the world within the scope of the applicable legislation.

§ 2

Content and use of the app, liability

Continental provides the smartphone application ContiConnect Driver App. The app allows to display tire related data (e.g. tire pressure, tire temperature) of a connected CPC System (ContiPressureCheck) on a mobile device and to provide warning signals and recommendations as soon as a tire related alert occurs. Furthermore the App allows to transmit tire-, vehicle- and quality- related data into the ContiConnect backend and to make this data available to the fleet manager.

The information provided in the app is not binding and is made available exclusively for information purposes. It does not represent any kind of offer within the meaning of the applicable statutory provisions. The information contained within the app may contain inaccuracies and typographical and other errors. The information on these pages may be updated from time to time and may at times be out of date. Neither we nor any of our third-party providers of information guarantee the accuracy, completeness, or usefulness of any such information, nor its merchantability or fitness for any particular purpose. Commentary and other materials appearing within the app are not intended to amount to advice on which reliance should be placed. Save as set out below in clause 3, we therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any use of the app, or by anyone who may be informed of any of its contents. If you feel that any information appearing or posted on the app is inaccurate, untrue or inappropriate or breaks any of the rules set out in these terms of use, please let us know by contacting us as set out below.

The information provided in the app and any products and services made available can be changed or updated at any time by Continental without prior notice. The app does not contain any guarantees or indications of quality for which Continental is liable, whether expressly or implicitly. Similarly, Continental makes no undertaking that the information provided is up-to-date, correct or complete and assumes no responsibility for its quality. The user shall not manipulate the app and shall only use such as set out.

Continental may restrict access to some parts of the app to users who have registered with Continental. You must treat all passwords as confidential and must not disclose them to any third party. Continental has the right to disable any user identification code or password at any time if in Continental's opinion you have failed to comply with any of the provisions of these terms of use.

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the app. The app is only licensed for use in accordance with these terms, on a device owned or controlled by you, and if you are a consumer, the app is only licensed for your own non-commercial personal use.

Continental cannot guarantee the continuous, uninterrupted or error-free operability of the app. There may be times when all of, or certain features, parts or content of, the app, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by Continental, in its sole discretion, without notice to you. You agree that Continental will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the app, or any features, parts or content of the app.

Claims of the user for damages that arise in connection with the use of the app and its content are excluded. This exclusion does not apply if you are a consumer and defective digital content which Continental has supplied damages a device or digital content belonging to you and this is caused by Continental's failure to use reasonable care and skill, in which case, Continental will either repair the damage or pay you compensation. However, Continental will not be liable for damage which you could have avoided by following Continental's advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Continental. If you are a consumer and the digital content we have provided to you is faulty, you are entitled to a repair or a replacement. If the fault cannot be fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

- Continental excludes all implied conditions, warranties, representations or other terms that may apply to the app or any content on it.
- Save as set out in this clause 3, Continental's liability to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the app; or
 - use of or reliance on any content displayed on the app, shall be limited to the cost of the app.

In particular, Continental will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;

- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

In relation to all users, Continental does not limit or exclude its liability to you for:

- (i) death or personal injury caused by our negligence;
- (ii) our fraudulent misrepresentation; or
- (iii) any other liability that may not be limited or excluded under English law.

Without prejudice to the foregoing provisions, Continental is entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown within the app and/or any services offered by Continental or on its behalf.

Continental strongly recommends that you do not use or, in particular, operate electronic devices while driving. Continental assumes no responsibility for any damages arising from accidents that occur in that event or for the imposition of any fines.

Continental may update or require you to update the app, provided that any updated digital content will always match the description of it that Continental provided to you before you downloaded the app.

As a condition of your use of the app, you agree that you will not use it or any material or information on it for any purpose that is unlawful or prohibited by these terms of use.

You may not use the app:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any third party in any way (in particular minors);
- to send, knowingly receive, upload, download, use or re-use any material which (i) is inaccurate, discriminative, defamatory, obscene, threatening, deceptive, abusive, profane or offensive (or is likely to be perceived as such) (ii) promotes violence or any other illegal or immoral activity (iii) is in breach of anyone else's intellectual property (iv) adversely affects the performance or

availability of the app; or (v) which is otherwise in breach of any of these terms of use;

- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of solicitation; or
- to knowingly transmit any viruses, worms, trojans, or any other contaminants that may be used to access and/or modify, delete or damage any data files or other computer programs.

All users warrant that you have the legal authority to use the app in accordance with these terms of use. You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of the app.

Continental makes no warranty that the app (or any sites that are linked to the app) is free from technical errors, computer viruses or any other malicious or impairing computer programs.

§3

Data collection and data processing

Continental is aware that the protection of your privacy when using this app is an important concern for you. Continental takes the protection of personal data very seriously. Continental has therefore taken the necessary technical and organizational measures to ensure compliance with the regulations governing data protection.

Insofar as there is the possibility within the app of inputting personal data, the user divulges this data on an expressly voluntary basis. The user can and is permitted to use all the services offered, generally without providing this kind of data.

Where the user has given his/her consent for his/her personal data to be collected, processed and used, Continental will only use this personal data to process an inquiry or within the context in which the consent was granted and in compliance with the applicable data protection conditions.

In relation to the use of this app, please agree separately to the data protection conditions of Continental Reifen Deutschland GmbH. You can read the contents of the data protection conditions at any time within the app and the appstore. Continental Reifen Deutschland GmbH reserves the right to amend or adapt this data protection condition, to delete parts of it

or to insert new parts at its discretion, however within the framework of the statutory regulations. Please read the data protection conditions regularly to stay informed of any changes. If you continue to use this app after receiving a notice from Continental Reifen Deutschland GmbH that the data protection conditions have changed, you thereby confirm your acceptance of the new data protection conditions.

In case the app is used by 3rd party users (e.g. employee of the fleet / fleet management company), the user is obliged to receive the prior written consent of the 3rd party user to collect and process its personal data for the purpose of using this app.

§4

Right of access

You have the right to request and receive information free of charge on any personal data stored by Continental on you. In addition, you have the right to correct inaccurate data, to block and to delete data. If you have questions in this regard, please contact our Data Protection Officer by email at: dataprotection@conti.de. If you retrieve pages and files when using the app and are requested to input data about yourself, then please note that this data is not transmitted securely over the Internet and that unauthorized persons may be able to gain knowledge of or even tamper with the data.

§5

Links to other websites

Links to websites of third parties can also be provided in the app as an additional service. These websites are completely independent and outside the sphere of responsibility as well as the control of Continental. Continental is therefore not liable for the content of any of these third-party websites that are accessed from the app and assumes no responsibility for the content, the data protection conditions or the use of such websites. The provider of the website linked to via the app is solely responsible for illegal, incorrect or incomplete content and especially for damages resulting from the use or non-use of the information of this kind that is offered. Save as set out in clause 3 above, Continental cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, for the avoidance of doubt and not by way of limitation, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving the app by way of a hypertext link or any other means.

§6

Age Limit

The minimum age for the use of the app is 18 years. The user warrants that he/she is older than 18 years. If Continental becomes aware that the user is not at least 18 years old, Continental is entitled to undertake any of the following measures. Insofar as the user is not of full age, he/she warrants that he/she has the permission of his/her parents to use the app.

§7

Availability of the app

This app is currently only in selected App Stores. Continental reserves the right also to offer the app worldwide in the future; this, however, does not imply the intention of Continental to announce in a binding manner that the app will be available throughout the world.

§8

Termination of participation

Participation in our app ends as soon as the user uninstalls the ContiConnect Driver App. Additionally, if the user revokes the consent given upon first use to data processing by Continental, participation on ContiConnect Driver App will no longer be possible and will end.

Continental is entitled to end a user's participation on ContiConnect Driver App with immediate effect if the user infringes these Conditions of Use. In this instance, the affected user can only use ContiConnect Driver App again with Continental's express permission.

Independent of this, Continental can discontinue the ContiConnect Driver App online forum and associated services at any time subject to prior notice without giving reasons. In this case, the members have no claim to ContiConnect Driver App services being supplied (again).

In the event of termination of the participation in ContiConnect Driver App, Continental will delete all personal data and content entered by the user. The user has no right to require the operator to return any content or data previously submitted by the user.

§9

Other provisions

The contract concluded between Continental and the user, its subject matter and formation (and any non-contractual disputes or claims) is subject to English law; the UN Convention on Contracts for the International Sale of Goods shall not apply.

Continental reserves the right to amend these terms of use at any time for the future or to supplement such. Agreement to the changed terms of use will be necessary in order to continue to use ContiConnect Driver App. Continental shall request the user to agree or to reject such by way of a special function in ContiConnect Driver App before any further use.

If the contractual partners wishes to have more information on online dispute resolution, please follow this link to the website of the European Commission:
<http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. Continental is not obliged to participate in online dispute resolution.

Should individual provisions of these terms of use prove to be invalid in full or in part, then the validity of the rest of the contract shall not be affected by that. The statutory provisions shall replace the invalid provision.

This contract is between you and Continental. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

Provider and Contact Details

The provider of the ContiConnect Driver App is:

Continental Reifen Deutschland GmbH

Vahrenwalderstraße 9

D-30165 Hannover

Phone: +49 511 938-01

E-mail: mail_service@conti.de

Managing Directors: Philipp von Hirschheydt (CEO), Gerd Bartels, Dr. Gabriele Fredebohm

Registered Court: Amtsgericht Hannover, HRB 204239

VAT-no.: DE264920698

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