

# Terms of Use for the Access to and Use of SUZUKI European Service Portal

Before you register for the access to and the use of SUZUKI European Service Portal, please thoroughly read these terms of use ("Terms") which govern the use of the portal.

## § 1

### **Grant of License**

SUZUKI MOTOR CORPORATION (hereinafter "SUZUKI") hereby grants to Authorized Persons (as defined in Section 2 below) the access to various technical information of Suzuki brand automobiles, such as workshop manuals, service bulletins, and software updates (collectively "Technical Information"), by way of online access subject to the following provisions of this Terms.

## § 2

### **Authorized persons**

Exclusively independent operators in the sense of Section 4(2) of the Regulation (EC) No.1400/2002, who accepted this Terms, shall be entitled to access SUZUKI European Service Portal and to use the Technical Information by way of online access to the same. For the use thereof and the access thereto, exclusive independent operators shall register their personal data by registration form fully and truly completed. In this Terms, the Authorized Persons shall mean the users who are granted by SUZUKI to access Suzuki European Service Portal and access to the Technical Information by way of online access.

## § 3

### **Responsibility of Authorized Persons**

Because the Technical Information will be updated from time to time, the Authorized Persons shall be responsible to obtain and keep the then latest version of the Technical Information.

## § 4

### **Duration of the contract**

4.1 The contract shall take effect on sending the registration form and shall be valid for the chosen duration of use.

4.2 SUZUKI may terminate the contract without notice at any time if the Authorized Persons infringes material contractual obligations.

## § 5

### **Right of use**

5.1 From the payment of the user fee, the Authorized Persons shall be entitled for the chosen duration of use to access the chosen Technical Information by way of online access, to make them visible and to print them. Authorized Persons may print only one hardcopy of the Technical Information. If the Authorized Persons wish to publish or sell the Technical Information, or use them in particular not for own repair and maintenance services, such Authorized Persons shall notify SUZUKI thereof and obtain SUZUKI's approval.

5.2 After the duration of use having expired, Authorized Persons shall not access SUZUKI European Service Portal any longer; specifically, any updated Technical Information.

5.3 The duration of use shall start directly with the purchase of the time access which is required to access the relevant Technical Information. The access terminates after expiry of the duration of use. If the Authorized Persons did not access the Technical Information during the period of use for whatever reason, the Authorized Person shall not be entitled to a reimbursement of the user fee.

## **§ 6**

### **User fee**

6.1 To be able to use the Technical Information, the Authorized Persons have to purchase a time access (1 hour, 1 day, 1 week, 1 month, or 1 year). In case of a time access less than one year, the software for the Diagnosis-Tester as well as the relevant updates must be paid separately.

6.2 All user fees to be paid within the scope of these Terms shall be paid by PayPal.

6.3 The user fees shall be payable in advance.

## **§ 7**

### **Warranties for defects**

7.1 If defects occur, the Authorized Persons shall notify SUZUKI in writing in an understandable form, stating the information appropriate to remedy the defect. SUZUKI may primarily provide an object free of defects through rectification. The Authorized Persons shall support SUZUKI in the rectification of defects to the required extent. If the rectification – two attempts – fails repeatedly, the Authorized Person shall be entitled to reduce the users fee subject to statutory provisions or to terminate this Terms.

7.2 It is no defect if the maintenance and repair works are not properly performed, leading to undesired results. A prerequisite for the performance of the above mentioned works is thus always a completed training as motor mechanic as well as regular further trainings. If the use of special tools is referred to in the Technical Information provided hereunder, these special tools are also absolutely required for a proper repair. If this is infringed, the warranty for defects shall become void.

7.3 The period of limitation for warranties of defects is twelve months. It shall commence with the first access to the relevant Technical Information.

7.4 The provisions stated in 'Disclaimer and Indemnification' shall apply to any claims for damages. Any other warranties for defects shall be excluded. SUZUKI shall not be liable for expenses for rectification of defects by third parties as well as costs arising in connection with this Terms.

## **§ 8**

### **Disclaimer and Indemnification**

8.1 The Authorized Persons hereby acknowledge and agree that except for the case set forth in Section 7 above, nothing herein contained shall be construed as any express or implied representation or warranty by SUZUKI with respect to the use of the Technical Information, including, but not limited to, any implied warranties of merchantability, fitness for particular purpose, accuracy and non-infringement of third parties' rights. The Authorized Persons hereby also acknowledge and agree that SUZUKI's maximum liability for any damages, indemnities or otherwise, whether direct or indirect, incidental, consequential or exemplary, incurred by the Authorized Persons, its subsidiaries, affiliates, distributors and dealers, and their directors, officers, shareholders, representatives and employees due to, arising from, connected with or in any manner related to their use of the Technical Information hereunder shall in no event exceed the amount of the payment received from Licensee by SUZUKI hereunder.

8.2 The above provisions shall also apply in favour of employees and servants of SUZUKI.

## **§ 9**

### **Final clauses**

9.1 The laws of the Japan shall exclusively apply and exclusive of the UN Convention on the International Sale of Goods. If not otherwise agreed, the place of performance for all services to be rendered by SUZUKI shall be SUZUKI's registered office.

9.2 The place of jurisdiction for all and any disputes arising within the scope of the performance of this Terms, shall be at the registered office of SUZUKI.

9.3 The provisions of this Terms shall be severable and if any provision of this Terms shall be held or declared illegal, invalid, or unenforceable, it shall not affect any other provisions or the interpretation, effect, or enforceability of this Terms.