

# GENERAL TERMS AND CONDITIONS OF USE

By accessing or using the services on the website [www.edim-it.com](http://www.edim-it.com) (hereinafter, the "Website"), the user accepts these general conditions of use (hereinafter, "General Conditions of Use"). In the event of non-acceptance, the user must refrain from using the Website.

The company belonging to Bosch group which performs the services/activities of the Website (hereinafter, "Bosch"). invites the user of the Website to periodically consult the General Conditions of Use and other sections of the Website such as the Privacy Policy, the Cookie Policy and, where applicable, the conditions of sale, also in order to check for any updates and/or changes.

The Website may be managed by third-party suppliers specifically appointed by Bosch, who will remain responsible for their own activities.

## 1. User obligations

1.1. The user must comply with the terms of the General Conditions of Use and with the applicable regulations when using the Website and the services offered through the Website and must not violate the rights of Bosch, the companies of the group, their suppliers and third parties.

## 2. Copyright, Trademarks, no license

2.1. All contents on or made available on the Website (specifically, text, images, graphics, sounds, animations, and videos), including their arrangement, are covered by applicable laws on copyright, and other rights provided by law. It is not permitted to copy, disclose, modify, or made accessible to third parties for commercial purposes without the express consent of the respective owners of the mentioned rights.

2.2. Unless otherwise stated, all trademarks are works of the Bosch Group.

2.3. Access to the Website cannot be considered in any way as the source of a license for the use of intellectual works (in particular patents, trademarks and copyrights) of the Bosch Group or third parties.

## 3. Access to services and use of content

3.1. The user must comply with the obligations set out in these General Conditions of Use. The user may access the Website only to use the services offered through it. Any right of resale or commercial use of any processes or content of the Website is excluded, as is the right to download in any way or copy account information available on the Website that is not expressly authorised by Bosch. All rights not expressly granted by these General Terms and Conditions of Use remain the property of Bosch and/or its suppliers.

3.2. It is not possible to reproduce, duplicate, copy, sell, resell or, in any other way, use for any commercial use the contents and distinctive signs referred to in Clause 2 and any other content or processes of the Website,

in whole or in part, without Bosch's express written consent. Furthermore, it is not possible to frame the Website or use technologies that allow any trademark, logo, distinctive sign or other information or content, including images, text, page settings, or format, to be misappropriated. Access to the Website may in no way be considered to be a basis for a license to use the intellectual property of the Bosch Group or third parties.

#### **4. Account on the Website**

4.1. Registration on the Website, where applicable, will result in the creation of a personal, non-transferable and non-shareable account on the Website. If the user is a company, it acknowledges that the account will be created by a natural person with appropriate powers to bind that company.

4.2. The user is responsible for all tasks that will be carried out through their account and password. To this end, the user undertakes to take appropriate precautions to ensure that their password remains secure and confidential and to inform Bosch immediately if they have reason to believe that any third party is aware of their password, or if their password is, or is likely to be, used in an unauthorised manner.

4.3. The user is obliged to ensure that the data provided is correct and complete and to notify Bosch immediately of any changes to the information provided. The user may access and update most of the information provided in the relevant section of the Website.

4.4. Bosch may add additional features to the user's account which will be notified to them via the Website and/or by e-mail.

4.5. The user may not use their account and the Website:

- i) in such a way as to cause, or be likely to cause, interruption, damage, or malfunction of the same and its processes; and
- ii) for fraudulent purposes, or otherwise to commit illegal activities.

#### **5. Material and content submitted by the user**

5.1. Any information relating to personal data sent to the Website electronically by the user will be treated in full compliance with applicable laws and the information on the processing of personal data provided by Bosch in the footer of <https://edim-it.com/>.

5.2. The user may not send, distribute, upload or publish on the Website any material and/or content that is illegal, obscene, defamatory, harmful to the rights of the person, abusive or otherwise unlawful, that may constitute a crime or induce committing a crime, that may violate any legal provision or right of Bosch and/or third parties, that may damage the image and name of Bosch.

#### **6. Violations and User Liability**

6.1. In the event of a breach of the obligations set forth in Clause 1.1, Bosch may prevent access to the Website and/or services offered through the Website and/or suspend access to the account, without prejudice to its right to terminate the General Conditions of Use in accordance with applicable law and the obligation on the part of the user to compensate Bosch, its group companies and their suppliers for the damage suffered as a result of the breach.

## **7. Warranties and Force Majeure Events**

7.1. Bosch shall not be liable for delays in accessing the Website and its functions that are due to Internet network malfunctions, unforeseeable circumstances, force majeure, or in any case events beyond Bosch's control. This Website has been compiled with the utmost care.

Nevertheless, the accuracy and precision of the information contained herein cannot be guaranteed.

## **8. Protection of personal data**

8.1. In relation to the processing of the user's personal data, please refer to the privacy policy available in the footer <https://edim-it.com/>.

## **9. Applicable law and jurisdiction**

9.1. These General Terms and Conditions of Use are governed by and construed in accordance with Italian law.

9.2. In the event that the user is a consumer, the court of residence of the consumer shall have exclusive jurisdiction in relation to any dispute arising out of or relating to these General Conditions of Use.

## **10. Dispute resolution**

10.1. Bosch is not obliged to participate in any dispute resolution procedure before a consumer arbitration board.

8 July 2020