

# Terms of Use

## for the ZF Aftermarket Portal

### 1. Scope of Application

1.1. The following Terms of Use (“Terms”) govern the account registration and the subsequent access and use of the ZF Aftermarket Portal available under [aftermarket.zf.com](https://aftermarket.zf.com) which provides a wide range of services related to ZF products and aftersales solutions via one centralised platform (“Portal”). The Portal is owned and operated by ZF Friedrichshafen AG (“ZF”).

1.2. Setting up a user account (“ZF Aftermarket Account”) is required to fully access and use the Portal. Those divisions of the Portal which require a ZF Aftermarket Account are intended for commercial use only (B2B). Any general terms and conditions which a commercial user might use do not apply to the use of the Portal even if ZF has not formally rejected them.

1.3. These Terms are an integral part of a binding agreement between the user of the Portal and ZF (“Agreement”) and do not alter in any way the terms or conditions of any other agreement the user might have with ZF or any of its affiliates for products, services or otherwise. This Agreement can be concluded by registration of a ZF Account (as described in Section 3 below) or by otherwise accepting these Terms.

1.4. Any products, software, subscriptions or other services a user might purchase from ZF, its affiliates or third parties through the Portal are subject to other or additional terms and conditions that the user must accept upon making such purchase or subscription.

### 2. Portal and Services

2.1. The Portal is designed to help aftermarket customers in their daily operations by offering different services for aftermarket sales. ZF will permit the user to access the Portal and use its functionalities according to these Terms. The range of available applications and contents may vary for the respective user depending on whether the user is registered with ZF and the affiliation with a specific user group.

2.2. Publicly available functionalities may amongst others include product lists and catalogs, contact form, brochure order, service information, Service Network, PDF catalogs and access to web catalogs.

2.3. Users with a ZF Account will also have access to more services and applications which may particularly include the ZF Services Partner Portal, ServiceLine, SDM, web shop as well as technical trainings and case management solutions, some of which might be subject to additional terms and conditions.

2.4. For logged-in users with a ZF Account, the visibility and accessibility of contents, services and applications on the Portal might be arranged and organized according to the interests of the user taking into account his use of the Portal and the information supplied when signing up.

2.5. ZF may, at its sole and exclusive discretion, change, alter, modify, add and / or remove any or whole parts of all content and other material on the Portal, including without limitation specific services, text, logos, illustrations, figures, graphics, photos, layout and any intellectual property contained on the Portal (“Contents”), or may suspend or discontinue the services or any features or functionalities provided through the Portal at any time without any prior notice or liability to the user.

2.6. ZF provides the Portal “as is”. ZF does not commit to any minimum availability of the Portal or any of its Contents.

### **3. Registration / ZF Account**

3.1. Setting up a ZF Account is necessary for accessing certain parts of the Portal. Consumers are not eligible for a ZF Account. The registration for a ZF Account is free of charge.

3.2. Any user utilising or opening a ZF Account on behalf of a company, entity, or organisation (collectively, a "Subscribing Organisation") represents and warrants that he is an authorized representative of that Subscribing Organisation with the authority to bind such a Subscribing Organisation to these Terms, and that he agrees to these Terms and concludes the Agreement on behalf of such a Subscribing Organisation. In such a case these Terms refer to the Subscribing Organisation, which shall ensure that each individual user accessing and using the ZF Account and the Portal on behalf of the Subscribing Organisation complies with the obligations, limitations and restrictions contained herein.

3.3. In order to sign up for a ZF Account the user shall provide certain information on himself and the Subscribing Organisation, which might include:

- Company's name, type, website and address;
- User's pre- and surname, email address, telephone and mobile numbers and field of activity.

3.4. In order to finalise the registration, the user will be prompted to accept these Terms. By signing up for a ZF Account, the user invites ZF to make an offer to enter into the Agreement including these Terms. ZF will confirm receipt of the registration request by email and will send an activation link by email to the registrant. ZF may in its own discretion choose to decline a registration request. If ZF chooses to make an offer for the registration, ZF will send an email to the user and confirm that the registration was successful. In order to complete the registration, the user will be required to define a personal password which is required for the user to log into the ZF Account.

3.5. The following rules apply to the ZF Account

- All information provided by the user must be complete, accurate and truthful; any ZF Account information shall be held current by the user.
- The ZF Account is personal and non-transferable. The registered user or, as the case maybe, the Subscribing Organisation may not assign, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the ZF Account to any third party.
- The password shall be kept confidential. The user is obliged to inform ZF immediately if he has reason to suspect that his password has been disclosed to or otherwise obtained by any third party (provided, for clarity, that anyone using the ZF Account on behalf of the Subscribing Organisation is not a “third party” for this purpose).

3.6. The information provided during sign-up according to Sec. 4.3 will be stored in ZF's central CRM-System.

3.7. ZF will annually send to the registered user a reminder to reconfirm the provided information for his ZF Account. The user will be required to confirm his ZF Account information. In case the user does not confirm his ZF Account information, ZF is entitled to deactivate his ZF Account. ZF might also delete the ZF Account after a reasonable period of time after its deactivation.

### **4. Obligations of the User**

4.1. In using the Portal, the user will not:

- interfere or attempt to interfere with the proper workings of or any activities conducted on the Portal, or access or attempt to access the Portal with any bot, spider, crawler, or other automated system or process, or bypass robots.txt exclusion files or other measures as may be used to prevent or regulate access to the Portal;
- post, send or distribute any content that is defamatory, libellous, inaccurate, unlawful (including in violation of any applicable intellectual property, personality rights, youth protection or similar laws), or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- post, send or distribute any content that contains any viruses, adware, spyware, worms, or other malicious code or any content or file that may have the effect of compromising any security or access control feature of the Portal or of any functionality;
- use reverse engineering regarding any aspect of the Portal or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Portal (except as otherwise expressly permitted by law);
- attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Portal that the user is not authorized to access;
- using the Portal for any illegal or unauthorized purpose or engaging in, encouraging, or promoting any activity that violates these Terms;
- impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the ZF Account of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Portal, or perform any other similar fraudulent activity;
- send unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters and pyramid schemes, or harvest or collect email addresses or other contact information of other users from the Portal in particular for the purposes of sending spam.

## **5. Copyright and Trademarks**

5.1. The Portal and the Contents are the intellectual property of ZF and – as the case maybe – protected by copyright laws, and other applicable laws of each country throughout the world. The user may not modify, adapt, translate or create derivative works based upon the Portal or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5.2. All trademarks, logo marks, product / service names and trade names (“Trademarks”) appearing on this Portal are owned by ZF, affiliates or third parties and protected under the relevant laws, inter alia the Trademark Act, Act against Unfair Competition and the Commercial Code. The user may not use the Trademarks for labelling purposes without obtaining written permissions from the respective owner.

## **6. Liability**

6.1. The ZF Account and the Portal are provided free of charge, so that ZF is liable in accordance with statutory law only for wilful intent, gross negligence and fraudulent conduct.

6.2. The user and/or the Subscribing Organisation will indemnify and hold ZF harmless for any and all expenses and damages, including reasonable market rate attorneys' fees, incurred or suffered by ZF in connection with any culpable breach of these Terms, including any damages caused by any infringement of third party rights by the use of the Portal.

## **7. Term and Termination**

7.1. The Agreement is concluded for an indefinite period of time; however, it ends as soon as the user's ZF Account is deleted.

7.2. ZF may terminate the Agreement for cause without prior notice if the user (i) breaches any of the obligations stated in Sections 3, 4 or 5 of these Terms, or (ii) breaches any other obligations hereunder and does not remedy such breach upon a warning setting a reasonable time period for such remedy.

7.3. The termination of the Agreement does not affect any additional agreements regarding the services and applications that may have been concluded through the Portal which may be terminated only in accordance with their respective terms.

## **8. Modification of Terms**

ZF reserves the right to modify these Terms at any time taking into account the justified interests of the user. ZF will inform the user of any proposed modification of these Terms, provide him with the proposed new version of these Terms and notify the user of the date when these new Terms will apply to the Agreement.

Any modification of the Agreement is subject to a prior written notice of not less than six weeks. If the user does not expressly refuse the respective modification within six weeks from the date on which the new Terms shall apply, the user is deemed to have approved the respective modification of the Agreement. In the aforementioned notice about the modification of the Terms, ZF will inform the user expressly and specifically about the right to object within the six weeks period and the consequences of not expressly refusing the proposed modification. In case the user objects, the Agreement will either continue under the previous conditions or – at the discretion of ZF – be terminated for cause by ZF. In the latter case, ZF might also delete the user's ZF Account.

## **9. Miscellaneous**

9.1. Information on ZF's use of personal data can be found in the [Data Privacy](#).

9.2. These Terms are subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.3. If the user acts on behalf of a Subscribing Organisation which is an entrepreneur, public law entity or public law special fund, or if he is not a resident of Germany or gives up his residency in Germany after the Agreement is concluded, or if the user's whereabouts are unknown at the time of filing a lawsuit, the exclusive legal venue for any and all disputes arising out of or in connection with these Terms and the Agreement is Germany.

9.4. The language of the Agreement is German. These Terms are also available in the following languages: English; however the German version controls in the event of any discrepancy.

9.5. Should any provision of these Terms be deemed invalid, void or for any reasons unenforceable, the provision shall be deemed severable and shall not affect the validity of and enforceability of any remaining provisions.

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