

To use Aiways TIS you must agree to the following terms and conditions. Please read the license carefully and if you agree to the terms click "Confirm", which is located at the bottom of the page.

## Aiways TIS Terms and Conditions of Registration and Use for Independent Operators Employe

Last updated 08.07.2021

In using Aiways Technical Information System website, you acknowledge that you have understood this statement and have read Aiways Terms and Conditions.

These terms and conditions (the "**Terms**") govern your access to the Aiways Online Technical Information and Services website <https://tis.ai-ways.com> (the "**Website**"), and your use of the technical information and services on the Website (the "**Materials**") and any associated application made available by Aiways from time to time in conjunction with the Website and/or the Materials (each an "**Application**").

By registering as an Independent Operator Repairer on the Website, a binding contract is formed between your company or business ("You" or "Your") and Aiways Europe GMBH, a private company with limited liability established under the law of Germany, the Registration number HRB 254481, with its principal place of business at Dürnrstrasse 1, 80992 Munich, Germany (hereinafter referred to as "Aiways") (each a "Party" and together the "Parties"), governed by these Terms (the "Agreement").

You agree on behalf of yourself, your Legal Representative (as defined below), and any of your employees who use the Website, any Applications or Materials, to abide by these Terms. It is your responsibility to ensure that your Legal Representative and your employees read and understand these Terms before using the Website, any Applications or Materials. You will procure that any of your employees that use the Website, any Applications or Materials have been registered in accordance with clause 2.7 below and that your Legal Representative and your employees comply with all applicable provisions of these Terms.

IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, DO NOT USE (OR ALLOW ANY EMPLOYEES TO USE) THE WEBSITE OR APPLICATIONS OR DOWNLOAD MATERIALS FROM THE WEBSITE AND CEASE TO USE IT IMMEDIATELY. CONTINUED ACCESS OR USE WOULD CONSTITUTE A BREACH OF THESE TERMS AND MAY CAUSE AIWAYS TO BRING LEGAL ACTION AGAINST YOU.

### 1. Definitions

In this Agreement:

- (a) '**Data Protection Laws**' means the General Data Protection Regulation (Regulation (EU) 2016/679) (the '**GDPR**') and any applicable European Union or Member State law relating to data protection or the privacy of individuals.
- (b) '**Data Subject Request**' shall mean any request received from a data subject to exercise a right granted to them by applicable Data Protection Law in relation to their personal data contained in the Aiways TIS Personal Data (as defined in clause 13.6), including but not limited to any request by the data subject to access, erase, restrict or rectify their personal data, to receive their personal data in a commonly used electronic format, or to object to the processing of their personal data.

- (c) **'Independent Operator Repairer'** means a provider of direct repair, maintenance and diagnosis services for Aiways electric vehicles operating outside of the distribution system set up by the Aiways Europe GMBH.
- (d) **'Vehicle Security Services'** mean any information, services or functions available on the Website or Applications or contained in the Materials that relate to vehicle security, like anti-theft system.
- (e) The terms **'personal data'**, **'controller'**, **'data subject'**, **'process'** and **'supervisory authority'** shall have the meaning given to them in the GDPR.

## 2. Registration

### Business Registration

2.1 Each physical premises of your business that has its own postal address (each a **"Single Site"**) must be registered separately (each a **"Single Site Registration"**). You cannot include more than one physical premises of your business in the same registration. You can include as part of any one Single Site Registration any field units deployed from the relevant Single Site.

2.2 Your registration for each Single Site must be completed by someone who has the authority to legally bind you to these Terms (usually the business owner or dealer principal for the applicable Single Site) (your **"Legal Representative"**).

2.3 For registration purposes, your Legal Representative will be required to provide Aiways with certain information, including:

- a) the name of the legal entity of your business (this is the official registered legal name of your business as an Independent Operator Repairer enterprise, which may not be the same as your trading name);
- b) the legal registered address of your business;
- c) the physical premises address of the Single Site that you are registering;
- d) the personal name and business contact details of the Legal Representative for the Single Site;
- e) such other information required by the registration form during the registration process.

Your Legal Representative is responsible for providing such registration information and for ensuring that such information is accurate and always kept up to date.

2.4 To complete the registration process and allow you to access the Website, your Legal Representative will be required to read and accept these Terms on your behalf.

2.5 On completion of the registration process to the satisfaction of Aiways, in Aiways sole discretion, a user account will be created for your Legal Representative (**"Legal Representative Account"**). Only the individual registered as the Legal Representative will be entitled to access the Legal Representative Account and you will procure that no other person uses or accesses the Legal Representative Account.

2.6 Upon registration and throughout the term of this Agreement, you warrant that you satisfy the following conditions:

- a) You are an Independent Operator Repairer directly repairing, maintaining, diagnosing or converting a consumer's Aiways elective vehicles operating outside of the distribution system set up by the Aiways Europe GMBH;
- b) Your Legal Representative has the authority to legally bind you to this Agreement and to provide and maintain the necessary registration data for this purpose;
- c) You will procure that your Legal Representative fully and accurately completes the online registration form and submits it to Aiways, and keeps the registration information up to date; and
- d) Your application is in respect of a Single Site for your business and you will not use the same Legal Representative Account for more than one Single Site.

## **Employee Registration**

2.7 If you want other employees in addition to the Legal Representative to have access to and use the Website, Materials and Applications, each such employee must be registered individually as a separate user by the Legal Representative and be allocated with their own account (each such account, together with the Legal Representative Account, a "**User Account**"). User Accounts for employees at any one Single Site can only be created by the applicable Legal Representative for such Single Site and you will procure that only the Legal Representative creates, or attempts to create, User Accounts for your employees.

**2.8 Only employees with registered User Accounts are entitled to access or use the Website, Applications and Materials. You must register all employees that you wish to have access to these services.**

2.9 To register individual employees for a User Account, the Legal Representative will be required to:

- identify themselves as the Legal Representative by providing their unique username and other business information as required by Aiways;
- provide an email address for the relevant employee;
- select a unique username for the relevant employee to use to access Website.

Any username selected by your Legal Representative must be business appropriate and must not be rude or offensive.

## **Username and Password Security**

2.10 Your Legal Representative and all employees that have been allocated a User Account must keep their usernames and passwords secure and not divulge them to any other person. Individual usernames and passwords cannot be used simultaneously by different users, or simultaneously on different terminals, as access to the Website operates upon an individual user, individual access basis.

2.11 We have the right to disable any username or password for any User Account, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you, your Legal Representative or any of your employees have failed to comply with any of the provisions of these Terms. Access to and use of the Website, Applications and Materials (including the Vehicle Security Services) is carefully monitored to ensure appropriate use. Suspected abuse, which is determined at Aiways sole discretion, of these services will lead to immediate suspension of the suspect User Account and all other User Accounts associated with your business.

2.12 You must notify Aiways immediately if your Legal Representative or any employee that has been allocated a User Account leaves your employment. We will terminate the relevant User Account and that individual will no longer be entitled to access the Website, Applications or Materials.

2.13 If your Legal Representative leaves your employment, you must appoint a new Legal Representative who will take over the Legal Representative Account and all responsibilities of the Legal Representative under these Terms.

## **3. Conditions of Use**

3.1 You may only access the Website and Applications or use the Materials, or permit your employees to do so, if you are an Independent Operator Repairer which is engaged in the direct repair, maintenance and diagnosis of a consumer's Aiways electric vehicle.

3.2 The license to access Website and its Materials is granted for Independent Operators free of charge and is limited to 30 days from day of its issue.

3.3 The license could be extended by repeating the application process.

3.4 The Materials may only be used in the country in which your business is located as designated by the physical premises address of the Single Site that was registered by your Legal Representative pursuant to paragraph 2.3(c) above.

3.5 You will not, and you will procure that your employees do not:

- a) change or modify the Materials;

- b) repost the Materials on any other website or online platform;
- c) distribute or allow access to the Materials to any third party other than to those of your employees that have registered User Accounts;
- d) share the Materials with, or allow access to the Materials to, any person not employed by the same Single Site. This includes that you will not share the Materials with, or allow access to the Materials to, other premises or business locations within your group or of **companies**.
- e) interrupt or attempt to interrupt the operation of the Website in any way.

3.6 You may only access the Materials on the Website via registered User Accounts and shall not use any other processes including mechanized or algorithmic methods to gain access to or to view/download the Materials.

3.7 Subject to your continued compliance with this Agreement, Aiways grants you a non-exclusive, non-transferable, limited right to access, use, display, and listen to the Website and the Materials on it. You are permitted to print out single copies of the Materials for use at your Single Site registered premises for the purpose of carrying out your business as an Independent Operator Repairer. This right is not a transfer of title in the Materials or copies of the Materials and is subject to the following restrictions:

- a) on all copies of the Materials downloaded or printed, you must retain all copyright and other proprietary notices contained in the Materials; and
- b) you may not modify the Materials in any way or reproduce the Materials or make adaptations thereof or publicly display, perform, distribute, or otherwise use them for any public or commercial purpose.

#### 4. Diagnostic equipment

To be able to perform diagnostic fault tracing and software download to vehicles, vehicle communication interface VCI hardware and IVHM (Intelligent Vehicle Health Management) software is required.

The communication interface will transfer messages between the diagnostics PC and the correct receivers in the vehicle. This equipment (Diagnostic PC and VCI) is not included in the TIS subscription, it has to be purchased separately from Aiways local Legal Representatives.

#### 5. Changes to the Terms

Aiways may revise these Terms at any time by amending this Website page. Please check this Website page from time to time to review the latest version of these Terms, as they will be binding on you, your Legal Representative, and any of your employees that you have registered for a User Account.

#### 6. Changes to the Materials

Aiways may update the Website, Applications or Materials from time to time, and may change the content at any time. However, please note that any content on the Website, Applications or Materials may be out of date at any given time, and Aiways makes no commitment to update such content.

#### 7. Website Availability

7.1 Whilst Aiways will endeavour to ensure that the Website, Applications and Materials are available 24 hours a day, access may be suspended temporarily and without notice in the case of system failure, maintenance or repair, connection speed or for reasons beyond Aiways control.

7.2 Aiways shall not be liable if for any reason the Website, Applications or Materials are unavailable or slow in display at any time or for any period.

## 8. Termination

8.1 This Agreement can be terminated by Aiways at any time without notice if Aiways considers in its reasonable opinion that you are in breach of the Terms. This may include but is not limited to the following activities:

- (a) breaching any of Aiways intellectual property rights subsisting on the Website, Applications or Materials (including duplicating, reusing, reposting, transmitting or reproducing the Materials or adaptations thereof or causing them to be duplicated, transmitted or reproduced other than as permitted by these Terms);
- (b) disclosing the Materials to third parties or sharing the materials with any other site within your business group other than the Single Site you have registered;
- (c) sub-licencing information from the Website, Applications or Materials;
- (d) allowing access to the Website, Applications or Materials by any third party or by any person that does not have a registered User Account;
- (e) abusing any of your rights under this Agreement, as determined in Aiways absolute discretion; or
- (f) using the content of the Website, Applications or Materials for any commercial use other than the direct repair, maintenance and diagnosis of a Aiways electric vehicle by you at the Single Site premises that you have registered as an Independent Operator Repairer;
- (g) if Aiways, in its sole discretion, suspects any abuse by you, your Legal Representative, or your employees of access to the Website and/or Vehicle Security Services

8.2 Where Aiways terminates the Agreement under clause 9.1:

- (a) Aiways has the right to claim compensation from you for your breach; and
- (b) you have no entitlement to any refund of payments made by you (or on your behalf through any User Account registered to your business), including for any unused balance of subscription fees, or other pre-payments you may have made for access or use of the Website, Applications or Materials.

## 9. Warranty and Liability

9.1 Aiways provides the Website, Applications, Materials and their content for general information only. The information provided by the Website, Applications and Materials is not intended to amount to advice on which you should rely. It is your responsibility, as an experienced repairer of Aiways electric vehicles, to saTISfy yourself of the suitability and accuracy of the information you have accessed from the Website, Applications or Materials, and the way you use that information. Aiways does not warrant that the information accessible via this Website is accurate, complete or current, nor that the Website, Applications or any function or Materials within it will be fault, error or omission free. You must obtain professional or specialist advice before taking, or refraining from taking, any action based on the content on the Website, Applications or Materials.

9.2 You agree to abide by any warnings, exclusions or limitations displayed on the Website, Applications and Materials. Failure by you to adhere to these warnings will constitute a material breach of these Terms.

9.3 Aiways will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website, Applications or Materials, or to your downloading of any content from the Website, Applications or Materials, or on any website linked to them.

## 10. Copyright and Trademark Statement

10.1 All text, images, graphics, animation, videos, music, sounds, and other materials on the Website, Applications or Materials are subject to the copyrights and other intellectual

property rights of Aiways and its affiliated companies. Aiways or its affiliated companies own the copyrights in the selection, coordination, and arrangement of the information on the Website or Applications or contained in the Materials.

10.2 All trademarks displayed on the Website, Applications or Materials are subject to trademark rights of Aiways or its affiliated companies. The unauthorized use of any trademark displayed on the Website, Applications or Materials is strictly prohibited.

10.3 The Website, Applications and Materials are protected by worldwide copyright laws and treaty provisions, whether a copyright notice is present on the content. You agree to comply with all copyright laws worldwide in your use of the Website, Applications and Materials and to prevent any unauthorized copying of the Materials or of any content on the Website or Applications. Except as expressly provided herein, Aiways does not grant any express or implied right to you under any patents, trademarks, or copyrights.

## 11. Applicable Law

This Agreement, the subject matter and formation (and any non-contractual disputes and claims) are governed by EU Law. Both Parties agree to submit to the exclusive jurisdiction of the courts of European Union.

## 12. Confidential Information and Data Protection

### Confidentiality

12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:

- (a) treat the other Party's Confidential Information (as defined below) as confidential and safeguard it; accordingly, and
- (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

12.2 The above clause 13.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of law placed upon the Party making the disclosure, or Aiways, acting in its absolute discretion, believes that such disclosure is necessary to assist any law enforcement agency;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- (e) such information was independently developed without access to the other Party's Confidential Information.

12.3 Except to the extent set out in this clause, each Party may only disclose the other Party's Confidential Information to its own employees who need to know such information for the purpose of:

- (a) in our case, the provision of the Website, Applications or Materials; and
- (b) in your the case, your use of the Website, Applications or Materials;

in each case strictly in accordance with this these Terms. Each Party shall ensure that its employees are aware of and shall comply with these obligations as to confidentiality.

12.4 **'Confidential Information'** means confidential information (however recorded, preserved or disclosed) disclosed by either Party to the other Party in connection with:

- (a) this Agreement;
- (b) any information that would be regarded as confidential by a reasonable businessperson relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing party; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- (c) any information developed by the parties while carrying out this Agreement.

### **Data Protection**

12.5 The use of the Website, Materials and Applications will involve the collection of personal data from, or access to personal data relating to:

- (a) persons whose Aiways vehicles are directly repaired, maintained, diagnosed or converted at your workshop as an Independent Operator Repairer (each a "**customer**");
- (b) your Legal Representative and any of your employees that you have registered for User Accounts; and
- (c) other registered users of the Website,

(together the '**Aiways TIS Personal Data**').

12.6 The Parties agree that:

- (a) you will be a controller of the Aiways TIS Personal Data collected pursuant to these Terms; and
- (b) Aiways will also be a controller of the Aiways TIS Personal Data collected pursuant to these Terms.

12.7 Aiways and you shall each comply with all applicable Data Protection Laws in relation to the collection and processing of Aiways TIS Personal Data and shall not knowingly cause the other to breach applicable Data Protection Laws.

12.8 Without prejudice to the generality, you will and will procure that your Legal Representative and each of your employees that you have registered for User Accounts will:

- (a) process Aiways TIS Personal Data only for the purposes set out in, and in accordance with these Terms;
- (b) provide the Fair Collection Notice to each customer whose personal data (including but not limited to their Vehicle Identification Number) you enter into the Website prior to entering such information;
- (c) only submit that personal data relating to a customer which is necessary for the direct repair, maintenance and diagnosis of the customer's Aiways vehicle;
- (d) only access that Aiways TIS Personal Data which is necessary for the direct repair, maintenance and diagnosis of the customer's Aiways vehicle;
- (e) to the extent that you download or print Materials in accordance with clause 3.5 and where those Materials include Aiways TIS Personal Data, ensure that such Materials are held securely and securely deleted or destroyed once they are no longer required for the purposes for which they were printed or downloaded, as appropriate; and
- (f) not amend the Fair Collection Notice without the prior written consent of Aiways.

12.9A Where a Data Subject Request is made directly to:

- (a) you by a customer or any of your employees with a User Account, you shall respond to such Data Subject Request within the time limit specified in applicable Data Protection Laws; or
- (b) you by a registered user of the Website other than any of your employees, you shall inform Aiways immediately;
- (c) Aiways, we shall respond to the Data Subject Request within the time limit specified in applicable Data Protection Laws.

12.9B To the extent that Aiways requires your assistance to respond to any Data Subject Request, you will provide full and prompt cooperation and assistance.

12.10 On request, each Party shall provide the other with all reasonable information necessary to:

- (a) demonstrate compliance with applicable Data Protection Laws, insofar as such compliance relates to Aiways TIS Personal Data; and/or
- (b) enable the requesting Party to comply with their obligations under applicable Data Protection Laws, including to conduct any privacy impact assessment as may be required under applicable Data Protection Laws.

12.11 You shall inform Aiways immediately upon receipt of any communication, complaint or request received from a supervisory authority in relation to the processing of Aiways TIS Personal Data and:

- (a) provide such co-operation and assistance as Aiway may require in order to respond to any such communication, complaint or request; or
- (b) where instructed by Aiways, respond to the communication, complaint or request directly.

12.12 You shall notify Aiways immediately upon becoming aware of any actual or suspected security breach, unauthorised access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of any Aiways TIS Personal Data (a '**Security Breach**') and cooperate fully with Aiways in relation to:

- (a) any remedial action which may be required as a result of the Security Breach; and
- (b) any notifications that may be required under applicable Data Protection Laws in relation to the Security Breach.

12.13 To the extent that there is any conflict between these Terms as they relate to the processing of Aiways TIS Personal Data and the terms of any other agreement between you and Aiways, these Terms shall take precedence.

## 13. Viruses

13.1 Aiways does not guarantee that the Website, Applications or Materials will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and Applications, and to download the Materials. You should use your own virus protection software.

13.3 You must not misuse the Website or any Applications by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, Applications or Materials, the server on which the Website or any Applications or Materials are stored or any server, computer or database connected to the Website, Applications or Materials. You must not attack the Website, Applications or Materials via a denial-of-service attack or a distributed denial-of service attack. Aiways will report any such breach to the relevant law enforcement authorities and Aiways will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website, Applications and Materials will cease immediately without notice.

## 14. Right to Audit

14.1 Aiways reserves the right, upon reasonable notice, to audit your premises and any records relating to your use of the Website, Applications and Materials, and your compliance with this Agreement whether such audit is carried out by Aiways or auditors appointed on its behalf.

14.2 You are required to produce all documentation and information as Aiways may in all the circumstances reasonably request.

14.3 The documents required by Aiways must be produced for inspection within 3 weeks of the request being made. Aiways reserves the right to consider the non-availability of these records to be sufficient grounds to terminate this Agreement.

## 15. Agreement Language



This Agreement is made only in the English language. If this Agreement is translated into any other languages, then these will be for reference only and if there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.