



## **Service T&Cs for the Compliant Service**

*(the "Service T&Cs")*

### **1 Object**

- 1.1** These MAN Truck & Bus SE ("**MAN T&B**") Service T&Cs shall govern the provision of the MAN T&B services described in Section 2 by MAN T&B to the user via the RIO platform operated by TB Digital Services GmbH ("**TBDS**"), Oskar-Schlemmer-Str. 19-21, 80807 Munich. They shall represent an in-dividual agreement in addition to the RIO Platform T&Cs already concluded between the user and TBDS.
- 1.2** Unless otherwise expressly stipulated in these Service T&Cs, the provisions of the RIO Platform T&Cs already concluded between the user and TBDS shall apply to these Service T&Cs. The terms defined in the RIO Platform T&Cs shall also apply to these Service T&Cs.
- 1.3** The Service T&Cs shall be agreed via the RIO platform in accordance with the regulations from Section 2.2 of the RIO Platform T&Cs.
- 1.4** Once the MAN vehicle(s) has/have been set up in the RIO administration area on the RIO platform, the user must click on the appropriate button in the Marketplace of the RIO platform in order to purchase the Compliant service. The user must confirm these Service T&Cs, including the service description, when activating the product. The contract on the Compliant service shall not come into force until acceptance is confirmed by MAN T&B (this shall be communicated to the user in writing, by e-mail or via the RIO platform). In addition, MAN T&B reserves the right to perform a credit check, sanction list check and VAT ID check with regard to the user following the submission of an offer by the user and prior to accepting that offer. MAN T&B also reserves the right to perform a VAT ID check, credit check and/or sanction list check at regular intervals following acceptance of the offer.

Use of the service shall be subject to there being no impediments to fulfilment as a result of national or international provisions, particularly export control regulations or embargoes or other such legal restrictions. The user undertakes to provide all information and documents that are required for the use of the service. Any delays resulting from export checks or approval procedures shall result in the temporary suspension of the service provision. In the event that the necessary approvals are not granted, the Service T&Cs shall be deemed to have not been concluded; claims for damages in this regard and in connection with missed deadlines as referred to above shall be excluded.

- 1.5** Section 312i(1)(1)(1)-(3) and sentence 2 of the German Civil Code shall not apply with regard to the conclusion of these Service T&Cs.



## 2 MAN T&B service

2.1 MAN T&B shall provide the user with the following MAN T&B services during the term of these Service T&Cs:

Designation	Brief description
Compliant	Compliant enables the user to download, archive and export tachograph and driver card data from the vehicle.

The Compliant service is available for vehicles fitted with a RIO Box as well as for vehicles fitted with an on-board Telematics Board Module 2 (TBM2). The respective service specification is applicable depending on whether the vehicle is fitted with a RIO Box or a TBM2.

The latest version of the detailed service specification, in addition to the technical requirements and fee payable for using the service, can also be viewed on the RIO platform’s Marketplace at <https://rio.cloud> and are available for download.

2.2 The availability of the RIO platform for the MAN T&B services to be provided via the platform is determined in accordance with Section 3.2 of the RIO platform’s T&Cs. Contrary to Section 3.2 of the Platform T&Cs, availability for the present service is 98% for vehicles with TBM2.

2.3 **Important note: with regard to the requirements under data privacy law, we refer the reader expressly to Section 8 of the Platform T&Cs. The user shall remain responsible under data privacy law for data processing within the scope of the commissioned data processing activities by TBDS. Additionally, the user guarantees that it shall be permissible to process the personal data of the data subjects (driver and other persons if necessary). This includes the user’s duty to fully inform the data subjects and encompasses the establishment of a legal basis under data privacy law.**

2.4 **Important note: the remote download function for vehicles with TBM2 is realised via the T-Systems platform (product name: Logiweb/MAN TeleMatics) and the MAN TeleMatics client (an application/user interface to be installed by the customer). Please also refer to the “Technical requirements” section of this Compliant for TBM2 service specification.**

2.5 The following provisions are added to the order data processing agreed under the Platform T&Cs for the purposes of these Service T&Cs:

In compliance with Regulation (EU) No. 165/2014 of the European Parliament and the Council, the service incorporates the responsibility of transport companies to store data from the digital tachograph and the driver card for a minimum of one year and to delete it at the appropriate time.

The TBM2 transmits the data to the T-Systems platform (product name: Logiweb/MAN TeleMatics). The T-Systems platform forwards this vehicle information on to the RIO platform. For this purpose, a portion of the data must also be stored and processed on the T-Systems platform.



## 3 Fees

- 3.1 The fee payable for the MAN T&B services shall be based on the rates listed on the platform at <https://rio.cloud>, and is subject to statutory value-added tax (VAT). Payment shall be settled pro rata temporis for months in which a MAN T&B service was contracted for only a portion of the month.
- 3.2 The user must pay the fee due to the payment service provider specified in Section 4.2 of the RIO platform's T&Cs upon issuing of the invoice by MAN T&B . This payment shall fulfil the user's obligation vis-à-vis MAN T&B.
- 3.3 If the user is in default of payment despite previous appropriate written warnings from MAN T&B, the latter may, subject to further advance notice of at least one (1) week, suspend its provision of the MAN T&B services under these Service T&Cs until payment is received.
- 3.4 The prices and the aforementioned fees shall exclude statutory value-added tax or comparable taxes. Taxes of this nature shall be charged to the user by MAN T&B in addition to the agreed fees.

In the event that a reverse charge mechanism or a comparable simplification method is to be used (according to which the recipient of the supply or the service is obliged to submit a self-declaration or to deduct value-added tax or comparable taxes), the user must perform the self-declaration or submit the tax deduction to the competent tax authority within the prescribed period. In the event that a mechanism of this nature is to be used on an optional basis, the parties shall agree upon the application of that mechanism. Irrespective of this, the prices and fees shall, in both cases, be calculated without value-added tax or comparable taxes, and payments made by the user to MAN T&B shall be equal to the contractually agreed price without any deductions.

- 3.5 The user and MAN T&B shall each be responsible for their own income taxes based on their respective earnings.

The prices and the aforementioned fees shall be understood to be exclusive of withholding tax or comparable taxes. Should the fee be subject to statutory withholding tax, the user shall not be permitted to withhold the corresponding deductions, in accordance with the law of the country in which it is based, from the payment made to MAN T&B. In addition to the payment of the agreed fee to MAN T&B, the user must pay taxes of this nature from their own account to the appropriate authorities on behalf of MAN T&B.

Should a Double Taxation Convention ("DTC") exist between the countries in which MAN T&B and the user are based, the user shall be permitted to pay the maximum withholding tax contribution provided for in the applicable DTC to the appropriate authorities, provided the conditions for a reduction in withholding tax (where applicable to zero) are met. The user shall be responsible for fulfilling the formal requirements for a reduction in withholding tax (where applicable to zero). Upon conclusion of an agreement, MAN T&B shall provide the user with a tax residence certificate.

The user undertakes to provide MAN T&B with official proof of the tax paid on behalf of MAN T&B and to provide such proof immediately and without a request having to be made in that regard. In the event that official proof is not provided or is provided late, the user must hold MAN T&B harmless with regard to any loss or damage resulting from the failure to provide proof or the late submission of that proof.



## 4 Modifications

- 4.1 Modifications to the Service T&Cs shall require the agreement of both parties, unless otherwise stipulated in this Section 4.
- 4.2 As part of its provision of the MAN T&B services, MAN T&B may make appropriate technical modifications, particularly to the extent that these are necessary to improve functionality or comply with legal requirements.
- 4.3 As part of its provision of the MAN T&B services, MAN T&B may also make modifications to the content, provided this does not reduce the range of services for the user with regard to their use of the service and provided the user has not objected to that modification in accordance with Section 4.4 below.
- 4.4 The user shall be notified in writing of reasonable modifications to the services and appropriate price increases as part of the provision of the MAN T&B services and shall be given the opportunity to object to a modification within six (6) weeks. If no objection is made (in writing or by e-mail) to a reasonable modification to a service/increase in fees within this six (6) week period, the modification to the service/increase in fees shall be deemed to have been accepted, provided the user was made aware of this legal consequence when he/she was notified of the modification. Should the user object to a change to a service/price increase, MAN T&B shall be entitled to immediately terminate the Service T&Cs vis-à-vis the user; in addition, the user shall be entitled to effect ordinary termination of the Service T&Cs at any time or to deactivate the Compliant service on the RIO platform.

## 5 Warranty and liability

### 5.1 Warranty

- 5.1.1 The user shall inform MAN T&B immediately in the event of a fault with the MAN T&B services. MAN T&B shall rectify any faults with the MAN T&B services within a reasonable period of time. Should the rectification of a fault within a reasonable period of time fail on two (2) occasions, the user shall be entitled to effect the extraordinary termination of these Service T&Cs.

Other claims by the user shall be governed in accordance with Section 5.2.

- 5.1.2 Claims for defects are excluded, provided the cause lies with the user or one of the user's vicarious agents.

### 5.2 Liability

MAN T&B shall be liable for any loss or damage attributable to intentional acts and/or gross negligence on the part of MAN T&B or its vicarious agents. MAN T&B shall only be liable for loss or damage resulting from ordinary negligence by MAN T&B or its vicarious agents if a cardinal obligation has been breached. Cardinal obligations are essential contractual obligations that are a prerequisite for due implementation of the contract in the first place and the observance of which the user has relied upon and was entitled to do so.



In the event of a breach of these cardinal obligations caused by ordinary negligence, MAN T&B's liability shall be limited to typically foreseeable loss or damage, though to a maximum of 100% of the annual remuneration.

If a MAN T&B service is provided free of charge, the following conditions apply: in the event of a breach of these cardinal obligations caused by ordinary negligence, given the fact that the MAN T&B service is provided free of charge, MAN T&B shall also only be responsible for exercising a degree of care that MAN T&B itself applies to its own affairs.

## 5.3 Other exclusions

**5.3.1** MAN T&B shall not be liable for the proper condition of vehicles belonging to the user for which the MAN T&B services are being provided. The MAN T&B services are intended solely to provide support to the user; responsibility for complying with legislation and for the use and condition of the vehicles shall remain with the owner or the driver.

**5.3.2** MAN T&B shall not be liable for the fulfilment of/ability to fulfil the user's obligations to regulatory bodies in relation to the provision of tachograph and driver card data. The user's legal obligations in this regard shall not be assumed by MAN T&B.

**5.3.3** The provision of RIO boxes and/or RIO transmitter units and/or TBM2 shall not form an integral part of these Service T&Cs. No warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs in this regard.

**5.3.4** Likewise, no warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs for defective MAN T&B services (particularly for missing or incorrect data) and/or for damage resulting from malfunctions and/or breakdowns of vehicles, of RIO boxes and/or RIO transmitter units and/or TBM2, and/or from incorrect input of data by the user.

**5.3.5** Likewise, no warranty shall be provided and/or liability assumed under these Service T&Cs if, for any reason whatsoever, the user is not notified of an upcoming maintenance appointment resulting in loss or damage for the user.

## 6 Term and termination

### 6.1 Term

These Service T&Cs shall be concluded for an indefinite period.

### 6.2 Termination

**6.2.1** The user has the right to effect the ordinary termination of these Service T&Cs at any time without observing a notice period vis-à-vis MAN T&B; the user may also terminate these Service T&Cs by deactivating the service on the RIO platform. Important note: once Compliant for TBM2 has been deactivated, it is no longer possible to reactivate Compliant or MAN TeleMatics for the same vehicle.

**6.2.2** MAN T&B has the right to effect the ordinary termination of these Service T&Cs, subject to a notice period of three (3) months to the end of the month.

**6.2.3** The right of termination for good cause shall remain unaffected for both parties.



## **MAN Truck & Bus SE**

- 6.2.4** Termination of these Service T&Cs, for any reason whatsoever, shall not affect the RIO Platform T&Cs and, where applicable, other concluded Service T&Cs concerning other MAN T&B services. However, if the RIO Platform T&Cs are terminated for any reason whatever, these Service T&Cs shall also come to an end at the same time.
- 6.2.5** The provision of the MAN T&B service under these Service T&Cs for customers with an on-board TBM2 is dependent on the conclusion and continued applicability of the following other Service T&Cs (with MAN or third-party providers): MAN Bridge. If the said other Service T&Cs are terminated for any reason whatever, these present Service T&Cs shall also be terminated at the same time. Important note: this shall apply only to customers with a TBM2 installed on-board.
- 6.2.6** The provision of the following other MAN T&B services and/or third-party services is dependent on the conclusion and continued applicability of these Service T&Cs: none. If these Service T&Cs are terminated for any reason whatsoever, the other MAN T&B services and/or third-party services and any other related Service T&Cs concluded shall come to an end at the same time.

## **7 Confidentiality**

- 7.1** MAN T&B and the user each undertake to refrain from disclosing confidential information regarding the other party and to only use such information for the purposes of implementing these Service T&Cs and for the objective they are intended to achieve. This obligation shall continue to exist for a period of three (3) years following the termination of the agreement.
- 7.2** The confidentiality requirements set out in Section 7 above shall not apply in the event that the confidential information (i) was already known to the other party at the time that the Service T&Cs were concluded, and evidence can be provided of this, or was disclosed at a later date by a third party without any breach of the confidentiality agreement having taken place, (ii) was already in the public domain at the time that the Service T&Cs were concluded or entered into the public domain at a later date, provided this did not occur as a result of a breach of these Service T&Cs, (iii) may be used by a party with the prior consent of the other party for purposes that are not covered by these Service T&Cs, or (iv) must be disclosed as a result of a legal obligation or an order issued by a court or a public authority; where permissible and possible, the party obliged to disclose the information must inform the other party of this in advance and provide them with the opportunity to take action to prevent the disclosure.

## **8 Other provisions**

- 8.1** In the event that the MAN T&B services become unavailable as a result of force majeure, MAN T&B shall be released from its obligation to ensure the availability of the MAN T&B services for the duration and within the scope of the impact of the force majeure event, provided MAN T&B has taken appropriate steps to prevent the consequences of this. Force majeure shall be understood to be any event over which MAN T&B has no influence and that fully or partially prevents MAN T&B from fulfilling its obligations; this includes fire damage, floods, strikes and lawful lockouts, as well as disruptions to operations for which it is not at fault or official decrees. This also includes failure of the RIO platform due to force majeure.



## **MAN Truck & Bus SE**

MAN T&B shall immediately inform the user of the occurrence and resolution of a case of force majeure and shall make every effort to resolve the case of force majeure and to limit its impact as far as is possible.

- 8.2** Should individual provisions of these Service T&Cs be or become invalid, either in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall agree to replace the invalid provision with an appropriate provision that most closely approximates to the sense and purpose thereof. Any loopholes in these Service T&Cs shall be closed accordingly.
- 8.3** MAN T&B is entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to companies which are affiliated with MAN T&B within the meaning of Sections 15 et seqq. of the German Stock Corporation Act. The user is entitled to terminate these Service T&Cs in the event of a full transfer of all rights and obligations.
- 8.4** The user is not entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to third parties without the prior written consent of MAN T&B.
- 8.5** Any modifications and supplements to these Service T&Cs must be made in writing. The same shall apply with regard to any agreement to cancel this requirement for the written form.
- 8.6** These Service T&Cs are available in the respective national languages of the countries; in the event of discrepancies, the original German version shall prevail.
- 8.7** These Service T&Cs shall be subject to the law of the Federal Republic of Germany (with the exclusion of the conflict of laws). The exclusive place of jurisdiction for any disputes arising from or in connection with these Service T&Cs shall be Munich.

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