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## Provider

### Responsible for the internet pages of Robert Bosch GmbH

#### Name and address

Robert Bosch GmbH  
Robert-Bosch-Platz 1  
70839 Gerlingen-Schillerhöhe  
GERMANY

#### Board of Management

##### Names of authorized representatives

##### Chairman of the Board of Management

Dr. Volkmar Denner

##### Members of the Board of Management

Dr. Volkmar Denner, Prof. Dr. Stefan Asenkerschbaumer, Dr. Michael Bolle, Dr. Christian Fischer, Dr. Stefan Hartung, Dr. Markus Heyn, Harald Kröger, Christoph Kübel, Rolf Najork, Uwe Raschke, Peter Tyroller

##### Contact to Bosch

Audit-Manager@de.bosch.com

##### Corporate Headquarters

+49 711 811-0

**Registrations**

Registergericht: Amtsgericht Stuttgart HRB 14000

**VAT ID No**

DE811128135

# Terms of use

By downloading the software, you enter into a contract for use of the App (hereinafter referred to as “Software”) with Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen (hereinafter referred to as “Bosch”). By downloading the Software, you declare that you agree to the following conditions.

The Software is designed for assessments, auditing and interviews. To use the Software we recommend that you use a pen and a hand-held appliance for the device.

## **1. Use:**

Upon downloading the Software, Bosch confers upon you the non-exclusive right of use on a device which you own or is in your possession on which the Software can run in accordance with the system requirements which you may inspect prior to agreeing to these conditions. The right of use does not encompass provision of the Software via a network for simultaneous use by several terminal devices. You are not permitted to copy or distribute the Software or to make it otherwise available to third parties (including rent, leasing, loan or sub-licensing), with the exception of temporary provision to a third party free of charge together with the terminal device on which you have installed the Software. You are not entitled to change, reverse engineer, decompile or disassemble the program code of the Software or of parts thereof, or to otherwise identify the source code or to produce derived works therefrom. The compulsory, mandatory provisions of §§ 69d, 69e German Copyright Act (UrhG) shall remain unaffected hereby, however. The foregoing conditions shall also apply to all updates/upgrades and program supplements for the Software which Bosch makes available for you to download, except insofar as they form the subject matter of a separate agreement. In such a case solely the applicable terms of the conditions for the respective update/upgrade or program shall apply.

## **2. Collaboration Duties:**

When using the Software you must comply with the duty of care necessary for use and must test the results generated by the Software to an adequate extent before using the results. You are further obliged to secure your data regularly in order to ensure that the data can be recovered in the event of loss. Insofar as you acquired the Software against payment as an entrepreneur within the meaning of Section 14 German Civil Code (BGB), then the requirements to make a complaint in respect of a defect set forth in Section 377 German Commercial Code (HGB) shall apply.

### **3. Data collection/use:**

The Software can capture the personal data (first name and surname, telephone number and e-mail addresses) of the auditor and of the persons audited. These data will not be processed and cannot be read out by Bosch.

### **4. Warranty, Liability:**

**a. Warranty and liability for free Software** Bosch shall be liable for material defects and defects of title, regardless of the legal basis, only insofar as Bosch fraudulently concealed the material defect or defect of title. In other respects, based on the free provision of the Software, Bosch, the statutory representatives of Bosch and persons engaged in performance of an obligation of Bosch [Erfüllungsgehilfen] shall only be liable in the event of intentional or grossly negligent misconduct to compensate for any damage which may have arisen. Claims under the German Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

**b. Limitation of liability for Software subject to payment.** Insofar as you acquired the Software against payment, Bosch shall only be liable, regardless of the legal basis, in accordance with the following provisions:

In the following cases liability shall be governed by the provisions of statute:

- damage caused intentionally or by gross negligence,
- damage occurring as a result of non-compliance with guarantees given in writing, to the extent covered by the purpose of the guarantee,
- in case of fraudulent intent,
- in case of bodily harm or personal injury,
- in cases of product liability pursuant to the German Product Liability Act [Produkthaftungsgesetz],
- insofar as the scope of Section 44a German Tele-communications Act (TKG) (Liability of the provider of publically accessible telecommunications services) applies.

Insofar as the liability is not governed by the provisions of statute pursuant to the aforementioned list, the following shall apply: In cases of a breach by simple negligence of only non-material contractual obligations, Bosch shall not be liable for damages. In other respects the liability for damage caused by simple negligence shall be limited to the damage which could typically be foreseen in the context of the respective contractual relationship (foreseeable damage typical of the type of contract). This also applies to negligent breach of duty by the statutory representatives, executive staff [leitende Angestellten] and persons engaged in perfor-

mance of a simple obligation [einfache Erfüllungsgehilfen]. **If you are an entrepreneur within the meaning of Section 14 BGB, the parties agree that the foreseeable damage typical of the type of contract ensuing from breaches of duty under this Agreement shall not exceed the value of the remuneration paid to Bosch under this Agreement.** The foregoing limitations of liability shall also apply to claims for compensation of expenses.

c. Insofar as the liability of Bosch is excluded or limited under these provisions, then this shall also apply to the liability of the officers, persons engaged in the performance of an obligation and vicarious agents [Organe, Erfüllungs- und Verrichtungsgehilfen], including employees of Bosch.

d. The warranty period for claims for material defects and defects as to title in the Software you have acquired against payment as an entrepreneur is for 12 months.

### **5. Transfer/Assignment:**

Insofar as you make your device on which the Software is installed, temporarily available to a third party free of charge, you remain responsible for compliance with the provisions of this Agreement. Our explicit consent is required for any other transfer of the rights of use. In addition, such transfer can also be excluded by means of technical blocks set by the provider which distributes the Software.

### **6. Applicable law, Jurisdiction and Venue:**

The substantive law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Insofar as you are not a consumer or have no normal place of jurisdiction in Germany, the courts of Stuttgart, Germany shall have jurisdiction over all disputes arising through or in connection with this Agreement.

### **7. Miscellaneous**

If any individual provisions or parts of this Agreement should be ineffective, the remaining provisions and parts hereof shall remain in effect. You may approach the following contact addresses if any problems arise in the use of the Software:

<mailto:audit-manager@de.bosch.com>

Furthermore the [imprint](#) of the Robert Bosch GmbH is valid.

Version: May 2018

# Privacy Statement

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## Data Protection Notice

Robert Bosch GmbH (hereinafter "Bosch" or "We" or "Us") welcomes you to our internet pages and mobile applications (together also referred to as "Online Offers"). We thank you for your interest in our company and our products.

## Bosch respects your privacy

The protection of your privacy throughout the course of processing personal data as well as the security of all business data is an important concern to us. We process personal data that was gathered during your visit of our Online Offers confidentially and only in accordance with statutory regulations.

Data protection and information security are included in our corporate policy.

## **Controller**

BOSCH is the controller responsible for the processing of your data; exceptions are outlined in this data protection notice.

Our contact details are as follows: Robert Bosch GmbH

Robert-Bosch-Platz1

70839 Gerlingen-Schillerhöhe

Contact BOSCH Group <mailto:Audit-Manager@de.bosch.com>

Headquarters +49 711 811-0.

## **Collection, processing and usage of personal data**

### **Processed categories of data**

The following categories of data are processed:

- Communication data (name, phone number e-mail)

### **Principles**

Personal data consists of all information related to an identified or identifiable natural person, this includes, e.g. names, addresses, phone numbers, email addresses, contractual master data, contract accounting and payment data, which is an expression of a person's identity.

We collect, process and use personal data (including IP addresses) only when there is either a statutory legal basis to do so or if you have given your consent to the processing or use of personal data concerning this matter, e.g. by means of registration.

### **Processing purposes and legal bases**

We; as well as the service providers commissioned by us; process your personal data for the following processing purposes:

- Resolving service disruptions as well as for security reasons.

(Legal bases: Fulfillment of our legal obligations within the scope of data security, and justified interest in resolving service disruptions as well as in the protection of our offers).

- Safeguarding and defending our rights.

(Legal basis: Justified interest on our part for safeguarding and defending our rights).

## **Children**

This Online Offer is not meant for children under 16 years of age.

## **Data transfer**

### **Data transfer to other controllers**

Principally, your personal data is forwarded to other controllers only if required for the fulfillment of a contractual obligation, or if we ourselves, or third parties, have a legitimate interest in the data transfer, or if you have given your consent. Particulars on the legal bases can be found in the Section - [Purposes of Processing and Legal Bases](#). Third parties may also be other companies of the Bosch group. When data is transferred to third parties based on a justified interest, this is explained in this data protection notice.

Additionally, data may be transferred to other controllers when we are obliged to do so due to statutory regulations or enforceable administrative or judicial orders.

### **Service providers (general)**

We involve external service providers with tasks such as sales and marketing services, contract management, payment handling, programming, data hosting and hotline services. We have chosen those service providers carefully and monitor them on a regular basis, especially regarding their diligent handling of and protection of the data that they store. All service providers are obliged to maintain confidentiality and to comply to the statutory provisions. Service providers may also be other Bosch group companies.

### **Duration of storage; retention periods**

Principally, we store your data for as long as it is necessary to render our Online Offers and connected services or for as long as we have a justified interest in storing the data (e.g. we might still have a justified interest in postal mail marketing after fulfillment of our contractual obligations). In all other cases we delete your personal data with the exception of data we are obliged to store for the fulfillment of legal obligations (e.g. due to retention periods under the tax and commercial codes we are obliged to have documents such as contracts and invoices available for a certain period of time).

### **Usage of our mobile applications**

In addition to our Online Offers, we offer mobile applications ("Apps"), which you can download to your mobile device. Beyond the data collected on websites, we



collect additional personal data through our apps that specifically result from the usage of a mobile device. This is subject to your prior express consent.

### **Data processing by App Store operators**

We do not collect data, and it is beyond our responsibility, when data, such as username, email address and individual device identifier are transferred to an app store (e.g., Google Play by Google, App Store by Apple, Galaxy Apps Store by Samsung) when downloading the respective application. We are unable to influence this data collection and further processing by the App Store as controller.

### **External links**

Our Online Offers may contain links to third party internet pages – by providers who are not related to us. Upon clicking on the link, we have no influence on the collecting, processing and use of personal data possibly transmitted by clicking on the link to the third party (such as the IP address or the URL of the site on which the link is located) as the conduct of third parties is naturally beyond our supervision. We do not assume responsibility for the processing of personal data by third parties.

### **Security**

Our employees and the companies providing services on our behalf, are obliged to confidentiality and to compliance with the applicable data protection laws.

We take all necessary technical and organizational measures to ensure an appropriate level of security and to protect your data that are administrated by us especially from the risks of unintended or unlawful destruction, manipulation, loss, change or unauthorized disclosure or unauthorized access. Our security measures are, pursuant to technological progress, constantly being improved.

### **User rights**

To enforce your rights, please use the details provided in the [Contact](#) section. In doing so, please ensure that an unambiguous identification of your person is possible.

**Right to information and access:**

You have the right to obtain confirmation from us about whether or not your personal data is being processed, and, if this is the case, access to your personal data.

**Right to correction and deletion:**

You have the right to obtain the rectification of inaccurate personal data concerning yourself without undue delay from us. Taking into account the purposes of the processing, you have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

This does not apply to data which is necessary for billing or accounting purposes or which is subject to a statutory retention period. If access to such data is not required, however, its processing is restricted (see the following).

**Restriction of processing:**

You have the right to demand for – as far as statutory requirements are fulfilled – restriction of the processing of your data.

**Objection to data processing:**

You have the right to object to data processing by us at any time. We will no longer process the personal data unless we demonstrate compliance with legal requirements to provide provable reasons for the further processing which are beyond your interests, rights and freedoms or for the establishment, exercise or defense of legal claims.

**Objection to data processing based on the legal basis of “justified interest”:**

In addition, you have the right to object to the processing of your personal data at any time, insofar as this is based on a justified interest. We will then terminate the processing of your data, unless we demonstrate compelling legitimate grounds according to legal requirements which override your rights.

**Withdrawal of consent:**

In case you consented to the processing of your data, you have the right to revoke this consent with immediate effect. The legality of data processing prior to your revocation remains unchanged.

**Data portability:**

You are entitled to receive data that you have provided to us in a structured, commonly used and machine-readable format or – if technically feasible – to demand that we transfer those data to a third party.

**Right of complaint with supervisory authority:**

You have the right to lodge a complaint with a supervisory authority. You can appeal to the supervisory authority which is responsible for your place of residence or your state of residency or to the supervisory authority responsible for us. This is:

Dr. Stefan Brink

Postfach 10 29 32

70025 Stuttgart

Phone: 07 11/61 55 41-0

Fax: 07 11/61 55 41-15

E-Mail: [poststelle@lfdi.bwl.de](mailto:poststelle@lfdi.bwl.de)

**Changes to the Data Protection Notice**

We reserve the right to change our security and data protection measures if this is required due to technical development. In such cases, we will amend our data protection notice accordingly. Please, therefore, notice the current version of our data protection notice, as this is subject to change.

## Contact

If you wish to contact us, please find us at the address stated in the "[Controller](#)" section.

To assert your rights, for data protection breaches as well as for suggestions and complaints regarding the processing of your personal data we recommend that you contact our group commissioner for data protection:

Mr.

Matthias Goebel

Group Commissioner for Data Protection

Information Security and Privacy Bosch Group (C/ISP)

Robert Bosch GmbH

Kronenstrasse 20

70173 Stuttgart

GERMANY

or

<mailto:Abteilungsbriefkasten.cisp@de.bosch.com>.

Effective date: 2018.05.23