

Date: 25.04.2018

Terms and conditions of use EasyCarWash App

The EasyCarWash app is made available to you by – WashTec Cleaning Technology GmbH, Argonstr. 7, 86153 Augsburg, Germany. Some of the sub-areas of the EasyCarWash app are made available to you by the facility operator, as specified in the imprint of the respective sub-area of the wash facility operator ("*Facility Operator*").

The following terms and conditions of use apply to the use of the EasyCarWash app. In addition, for individual areas, services, or functions of the EasyCarWash app, special terms and conditions can apply that take precedence over these terms and conditions of use. Hence, for example, additional general terms and conditions of business apply to the services which are offered by facility operators over the EasyCarWash app. In particular, more specialized rules and regulation of the Facility Operator can take precedence over these terms and conditions of use.

WashTec is not responsible for the products and services that are offered by the Facility Operator. In particular, this means that the Facility Operator alone is responsible for taking into receipt the carwash booking and for carrying it out. Even if you register, for example, at a Facility Operator, doing so establishes a relationship between you and the Facility Operator – without WashTec's involvement in this relationship.

You may use the EasyCarWash app only in observance of these terms and conditions of use and only for purposes that are legal and proper. In particular, it is prohibited to use software or devices which (i) manually or electronically impair the operation or the functionality of the server on which the components of the EasyCarWash app are made available, or (ii) cause an inappropriate or excessively great burden on the server. Above and beyond that, you may not provide any false specifications (e.g., about you personally within the framework of ordering the services) or use the EasyCarWash app in the furtherance of fraudulent intentions.

The content of the EasyCarWash app is not legally binding. WashTec or the Facility Operator assume no risk for the correctness, completeness, and currency of the content of the EasyCarWash app. In particular, WashTec or the Facility Operator assume no risk for the EasyCarWash App being continuously accessible, free of flaws, virus-free and secure, or that the content of the EasyCarWash app can be securely downloaded.

1. Copyrights and exploitation rights

WashTec, the Facility Operator, and their respective licensors reserve all copyrights, exploitation rights, and other intellectual property rights in the content of the EasyCarWash app, including, but not limited to, texts, depictions, designs, graphics, layouts, pictures,

images, audio- and video contents, and the selection and arrangement thereof as well as in all other information in the EasyCarWash app (collectively: the “*EasyCarWash App Content*”). The EasyCarWash App Content may not, without the prior consent of the respective rights holder, be duplicated, copied, reproduced, disseminated, leased, lent, performed, publicly performed, made publicly accessible, processed, adjusted, reconfigured, or in any other way used. The user is permitted to use the EasyCarWash App Content exclusively in accordance with its purpose, e.g., the reproduction of the EasyCarWash App Content for the purpose of retrieving the EasyCarWash app (access to the app and depiction of the EasyCarWash App Content). The rights in all other marks used in the EasyCarWash app (trademarks, business names and titles) remain reserved to their respective holders.

A non-transferable license is granted to you for the EasyCarWash app to use the EasyCarWash app on any Apple (as defined below)-branded products that you own or control and as permitted by the usage rules set forth in the App Store Terms of Service of Apple. Other rules may apply if the EasyCarWash app may be accessed, acquired, and used by other accounts associated with the purchaser via family sharing or volume purchasing.

2. Liability

Retrieving the EasyCarWash app and its content establishes separate use relationships between you and WashTec or between you and the Facility Operator. WashTec and the Facility Operator shall not have any joint and several liability to you based on the use relationships.

The liability of WashTec or of the Facility Operator arising from these use relationships for compensatory damages due to simple negligence, regardless of legal grounds, shall be limited as follows:

- In the event of a breach of material duties arising from this use relationship (such are such duties, which enable proper use in the first place and upon the compliance with which one may ordinarily rely), WashTec or the Facility Operator shall be liable in such amount limited to the damages typically foreseeable with this type of use;
- WashTec or the Facility Operator shall not be otherwise liable for simple negligence.

The aforementioned limitations on liability shall not apply in cases of mandatory statutorily based liability or in the event of culpably caused bodily harm. Moreover, they shall not

apply if and to the extent that WashTec or the Facility Operator has assumed a guarantee.

3. Links on external websites

The EasyCarWash app refers directly or indirectly through links to external websites, which are operated by third parties. The availability or the content of these external websites is not subject to the control of WashTec and/or of the Facility Operator; also, WashTec and/or the Facility Operator do not exert any influence over these external websites and do not assume any responsibility for them. WashTec and/or the Facility Operator in particular do not appropriate as their own the content of these external websites and do not assume any liability for the correctness, completeness, and current status of the content of the external websites. Above and beyond such, WashTec and/or the Facility Operator in particular do not assume any liability for the external websites being continuously accessible, error-free, virus-free, and secure, or that content of the external websites can be securely downloaded.

5. Data protection notices

Data protection notices can be found here <https://www.washtec.de/agb/>

6. Relationship with Apple as App Store Provider

These terms and conditions of use are concluded between you and WashTec only, and not Apple Inc., OneInfinite Loop, Cupertino, California 95014, U.S.A. ("*App Store Provider*"). The AppStoreProvider is not responsible for the EasyCarWash app and the content thereof.

WashTec is solely responsible for providing any maintenance and support services with respect to the EasyCarWash app, as specified in these terms and conditions of use, or as required under applicable law. The App Store Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the EasyCarWash app.

In the event of any failure of the EasyCarWash app to conform to any applicable warranty, you may notify the App Store Provider, and the App Store Provider will refund the purchase price for the EasyCarWash app to you. The App Store Provider will have no other warranty obligation whatsoever with respect to the EasyCarWash app, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be WashTec's sole responsibility.

WashTec, not the App Store Provider, is responsible for addressing any claims of you or any third party relating to the EasyCarWash app or your possession and/or use of the EasyCarWash app, including, but not limited to: (i) product liability claims; (ii) any claim

that the EasyCarWash app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the EasyCarWash app or your possession and use of the EasyCarWash app infringes that third party's intellectual property rights, WashTec,

not the App Store Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You acknowledge and agree that the App Store Provider, and the App Store Provider's subsidiaries, are third party beneficiaries of these terms and conditions of use, and that, upon your acceptance of these terms and conditions of use, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions of use against you as a third party beneficiary thereof.

7. Embargos, designated countries and prohibited or restricted parties

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. Changes to the EasyCarWash app

WashTec and/or the Facility Operator shall be able, at any time and without notice, to change, supplement, or remove the EasyCarWash app or any content thereof, in whole or in part. There is no obligation to make the EasyCarWash app or content available on an ongoing basis.

9. Applicable law

German law shall apply.