



AGBs MAN Driver App

1. Subject matter

- 1.1. These terms and conditions regulate the legal relationship of the user, generally the driver of a commercial vehicle, with the operator of the MAN Driver app, MAN Truck&Bus AG, Dachauer Str. 667, 80995 Munich, Germany ("MANT&B").
- 1.2. The MAN Driver app is a free mobile application which provides the user (driver) with various functions to support their activities prior to the start of the trip and in the case of interruptions to the journey (breaks, breakdowns, etc.) (e.g. vehicle check prior to departure, quick guide to MAN vehicles, Mobile24 emergency breakdown number). A detailed description of the functions of the MAN Driver app can be found in the performance specification at www.digital.man/driverapp
- 1.3. The MAN Driver app allows the data generated via the applications to be stored locally on the user's mobile device and also allows data to be exchanged between the user and their client or employer, provided the client or employer uses the necessary corresponding MAN T&B services. Important note: If the user sends personal data to their client or employer and the client or employer processes this data, there must be a legal basis in accordance with data protection legislation (e.g. conclusion of a works agreement, limitation of processing to purposes connected to the employment relationship, consent). The relevant data controller (client or employer) is responsible for ensuring that such a legal basis exists.
- 1.4. Telecommunication costs that are incurred while using the MAN Driver app are to be borne by the user.

2. Use and technical requirements

- 2.1. The use of the MAN Driver app is only permitted in the context of and for the purposes of the prescribed range of functions. The user shall refrain from the following in particular:
 - 2.1.1. Manipulating the MAN Driver app in any way which may impede its function.
 - 2.1.2. Using the MAN Driver app to generate data which does not reflect the true circumstances.
 - 2.1.3. Distributing information via the MAN Driver app that violates applicable law and common decency, particularly discriminatory, racist, violent, pornographic content, or content that impinges on third-party personal rights, or information that incites criminal offences.
 - 2.2. MAN T&B reserves the right to exclude users from further use of the MAN Driver app in the case of violations and to delete content distributed by the user. The user releases MAN T&B from all third-party claims arising from breaches of these T&Cs for which the user is responsible.
3. Rights to content
- 3.1. All content generated by the user via the MAN Driver app belongs to the user. The user vouches for the fact that no third-party rights have been violated by the content added by said user.
 - 3.2. For content which is generated by the user via the MAN Driver app and is protected by intellectual property rights, such as photos, the user shall explicitly grant MAN T&B a non-exclusive, transferable, sublicensable, royalty-free, worldwide license for the use of any content ("license"), if the user sends this content to their client or employer who is using corresponding MAN T&B services. This license shall include the right to store and process the content on the RIO platform operated by TB Digital Services GmbH, Munich, if this is necessary in order to provide the MAN T&B services used by the client or employer of the user. This license shall end when the user



ends the usage relationship for the MAN Driver app, unless the content was used in the context of the corresponding MAN T&B services used by the client or employer of the user and the user does not make use of their right as defined in section 7 sentence 2.

4. Software

- 4.1. The user agrees that with the use of the MAN Driver app, the underlying software will be updated from time to time, and additional functions from MAN T&B will be able to be downloaded and installed in order to improve and further develop the software.
- 4.2. The user will not change any of the MAN T&B source code, use it to create derivative works, decompile it or try to extract it in any other way.
- 4.3. The user will find an overview of the open software licenses used for the service in the app under Settings > Licenses.

5. Changes

- 5.1. MAN T&B will inform the user in good time of any intended changes to these T&Cs so that the user can decide whether they wish to continue using the MAN Driver app under the modified conditions and can in this case declare themselves in agreement with the change.
- 5.2. If the user is not in agreement with the changes to these T&Cs, they must refrain from any further use of the MAN Driver app.

6. Warranty, liability

6.1. Warranty

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

Other claims by the user shall be governed in accordance with section 6.2.

Claims for defects shall be excluded, provided the cause lies with the user or one of their vicarious agents.

6.2. Liability

MAN T&B shall be liable for loss or damage that is attributable to intentional acts and/or gross negligence on the part of MAN T&B or its vicarious agents. Liability is excluded for loss or damage caused by MAN T&B or its vicarious agents due to ordinary negligence since the service is provided free of charge. MAN T&B shall only be liable for loss or damage resulting from failure to act with the usual due diligence on the part of MAN T&B or its vicarious agents if a cardinal obligation has been breached. Cardinal obligations are essential contractual obligations that ensure 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. In the event of a breach of these cardinal obligations caused by ordinary negligence, given the fact that the MAN Driver app 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. Otherwise, MAN T&B's liability for ordinary negligence is excluded.

6.3. Other exclusions

6.3.1. 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 purely intended 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. In particular, this includes but is not limited to the regulations regarding working hours and driving time, the regulations regarding vehicle checks before starting a journey and the regulations concerning retention and documentation obligations.

6.3.2. Accordingly, no warranty shall be provided and/or no liability accepted under the terms of these T&Cs for a defective MAN Driver app (particularly for missing or incorrect data) and/or for damages resulting from malfunctions and/or breakdowns of vehicles or mobile devices and/or from the provision of incorrect data by the user.

7. Termination

The user has the right to cease using the MAN Driver app at any time. The user may request the deletion of their personal data by their client or employer if this data has been stored by the client or employer of the user in the context of the use of corresponding MAN T&B services.

MAN T&B has the right to exclude the user from using the MAN Driver app at any time with immediate effect in the case of breaches of these terms of use.

8. Law, place of jurisdiction

The laws of the Federal Republic of Germany apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Provided the user is envisaged as the consumer, their right of domicile shall apply, provided this is unconditional and more favourable for the user.

The place of jurisdiction is Munich.

9. Notes

An unsecured or incorrectly secured mobile device can be thrown through the vehicle interior in the event of a sudden driving or braking manoeuvre or in the event of an accident, thereby causing injuries. Therefore, please always be sure to secure your mobile device properly and outside the airbag deployment areas or store it safely.

The use of application programs while driving may distract you from traffic events, thus increasing the risk of accidents.

Please take note of the operator's manual for your mobile device.