

System Connect Terms of Use

Version 2.0*

1. Scope of these Terms of Use and provider

1.1 The System Connect Service enables the connection of various components in the vehicles of Erwin Hymer Group SE (and associated brands and companies, in particular, Hymer, Bürstner, Carado, Compass, CROSSCAMP, Dethleffs, Elddis, Eriba, Etrusco, Laika, LMC, Niesmann + Bischoff, Sunlight, Buccanneer and Xplore) with the associated System Connect App (“System Connect Cloud”) and the associated app (“System Connect App”). The user can establish this connection by “pairing” if his vehicle is equipped with the “System Connect Unit” component, of which there are two types: System Control Unit (SCU) and System Information Unit (SIU).

On this basis, System Connect Cloud and System Connect App, in turn, provide certain functionalities to the user.

1.2 The System Connect Service is composed of

- a) the functionalities of the respective System Connect Unit (either SCU or SIU) provides the connection between the relevant vehicle components and the System Connect App or app after pairing (Clause 4 below),
- b) the associated Cloud Service (hereinafter: “System Connect Cloud” or “Cloud Service” for short) and
- c) the software application or app (hereinafter “System Connect App” or “the app” for short).

* Previous versions of these System Connect Terms of Use are available at:
<https://www.erwinhymergroup.com/en/systemcontrol/legal/update>

1.3 The System Connect Unit is available in two different versions:

- a) As a System Control Unit (SCU), it enables the user to perform the functionalities associated with the System Connect Service in the vehicle.
- b) As a System Information Unit (SIU), it allows the user to retrieve various information from sensors in the vehicle that are connected to the System Connect Service; there is also the option to connect additional sensors (if available). The execution of vehicle component functionalities via the System Connect Service is only possible with the SCU and not with the SIU.

1.4 These Terms of Use govern the services of Erwin Hymer Group SE when using the System Connect Service including the System Connect Cloud Services pursuant to Clause 1.2 lit. a) and b). The separate End User License Agreement (EULA), which is agreed upon when the app is obtained, shall apply to the use of the app pursuant to Clause 1.2 lit. c).

The exact designation of the app and the System Connect App depends on the brand or company of the respective vehicle (see Clause 16 below).

1.5 The provider of the System Connect Service is

Erwin Hymer Group SE
Holzstraße 19
D-88339 Bad Waldsee.

1.6 Personal terms in masculine form refer to people of any gender.

2. Conclusion of the contract and creation of a user account

In order to use System Connect in accordance with these Terms of Use, the user must have the System Connect App available installed on a compatible hardware device, properly register with the System Connect Cloud Service, and create a user account. The vehicle-specific functionalities of the service are available if the user account is linked to the respective vehicle (“pairing”, see Clause 4 below).

In doing so, the user concludes a user agreement for the System Connect Service with Erwin Hymer Group SE in the following steps:

The user enters his personal data in the app registration form, including his e-mail address. Before confirming this information by clicking the appropriate button, the user can correct his information at any time (this is also possible after completing the registration in the settings of the user account).

The user then accepts these Terms of Use and clicks the "Create user account" button. From the moment the user accepts the Terms of Use and clicks the button "Create user account", the user contract according to this Clause 2 between the user and the provider is concluded and the user account is created. The user can access these Terms of Use at any time after conclusion of the contract via his user account.

3. Use of the System Connect Service

3.1 Prerequisites for the full use of the System Connect Service by the user in connection with the SCU product are

- a) a vehicle with a connection ("Connectivity") for data exchange between SCU and the System Connect cloud server,
- b) a functioning hardware device compatible with the System Connect App, on which the System Connect App is downloaded and installed,
- c) the establishment of a Bluetooth connection by the user between the hardware device on which the app is installed and the SCU in the vehicle whose functionalities he wishes to control through the application in the near field,
- d) the establishment of an Internet connection by the user between the hardware device on which the app is installed and the System Connect Cloud, to control the functionalities in the vehicle remotely, and
- e) the registration of the user for the System Connect Cloud Services in accordance with these Terms of Use, an authentication of the user in its user account and the linking of a vehicle to the user account (see clause 4 below).

3.2 Prerequisites for the full use of the System Connect Service by the user in connection with the SIU product are

- a) a functioning hardware device compatible with the System Connect App, on which the System Connect App is downloaded and installed,
- b) the establishment of a Bluetooth connection by the user between the hardware device on which the app is installed and the SIU in the vehicle whose information he wants to retrieve through the app from nearby,
- c) the establishment of an Internet connection by the user between the hardware device on which the app is installed and the System Connect Cloud for creating the user account and connecting various sensors to the System Connect Service, and
- d) the registration of the user for the System Connect Cloud Services in accordance with these Terms of Use, an authentication of the user in its user account and the linking of a vehicle to the user account (see clause 4 below).

3.3 The contents of the services to be provided in detail depend on the respective booking by the user.

3.4 The System Connect Service may only be used for its intended purpose. Use for illegal purposes is strictly prohibited.

3.5 The use of the System Connect App and the System Connect Cloud for commercial purposes is only permitted for the purpose of making the System Connect Service accessible to other persons for the intended operation of a vehicle of Erwin Hymer Group SE (or the associated brands pursuant to Clause 1.1 above).

4. User accounts, primary users and co-users, linking to the vehicle

4.1 When registering (see Clause 2 above), the user creates a user account in the System Connect Cloud. In order to fully use the System Connect Service in a vehicle, the user must assign a vehicle to his user account (linking of the user account to a vehicle, hereinafter also referred to as "pairing"). The System Connect Service provides the corresponding functionalities for this purpose.

4.2 In connection with the SCU product, there is one primary user for each vehicle. The owner of a vehicle equipped with an SCU or the person authorized by the owner to use the vehicle with the System Connect Service as the primary user is always registered as the primary user during pairing. Primary users must be 18 years of age or older and have full legal capacity. Each vehicle can be assigned to only one primary user. In the event of resale of the vehicle, Clause 12 below shall apply.

4.3 In connection with the SCU product, the primary user may also allow other persons to his vehicle to use the System Connect Service. For this purpose, he can release the user rights of a co-user for the vehicle to other users (maximum 99). These co-users can use those functionalities of the System Connect Service that the primary user has enabled for the co-user. The primary user may withdraw the user rights granted to the co-user at any time. The user rights of a co-user are automatically revoked if the user account of the primary user is deactivated or the link to the vehicle in question is dissolved.

The decisive factor is always the command from a user to the System Connect Service that was last received by the linked vehicle, regardless of whether the command originates from a primary user or a co-user.

4.4 Minors

The digital registration service is currently not available to minors.

4.5 Co-users under legal supervision

A primary user may release persons for whom legal guardianship is ordered as joint users under the following conditions:

The primary user has ensured that the co-user's legal guardian is

- responsible for the proper use of the System Connect Service by the co-user in accordance with the terms and conditions of the contract,
- has given its consent to registration in accordance with these Terms of Use and the EULA of the System Connect App,
- has taken note of the data protection information and
- has taken note of the contract-relevant and system-related information that the provider communicates after the conclusion of the contract via the user account or the

e-mail address recorded there.

4.6 Each user is responsible for the actions taken through his user account.

The primary user is also responsible for the actions performed by a co-user approved by him/her.

The primary user is also obliged to pay the costs caused by a co-user released by him/her through the use of the services.

4.7 For SIU users, the following applies: The ability to retrieve sensor values via the app using the

SIU in the System Connect App can be terminated by deleting the Bluetooth connection.

The ability to retrieve all users of a particular vehicle can be canceled by issuing the “delete all Bluetooth connections” command. This applies if the vehicle is temporarily left to a third party (e.g. in the case of a loan or rental), as well as in the case of the return of a rented or loaned vehicle. In these cases, it is the responsibility of the vehicle owner to trigger the “delete all Bluetooth connections” command in their app; for the resale of a vehicle with an SIU, Clause 12.3 below applies.

5. Costs of mobile data connections

The costs of the mobile phone connections required to use the System Connect Service by means of the System Connect App shall be borne by the user and shall be based on the user’s respective tariff with its telecommunications provider. As the provider of the System Connect Service, Erwin Hymer Group SE has no influence on this.

6. Reservation of changes, updates and adaptation rights

6.1 The provider reserves the right to change these Terms of Use at any time with effect also within the existing contractual relationships. The provider shall inform the user of such changes at least two months before they come into force, if applicable, to the e-mail address that the user has currently entered in his user account.

If the user does not object within two months from receipt of the notification and continues the System Connect Service even after the expiry of the objection period, the changes shall be deemed to have been agreed upon effectively from the expiry of the period. In the event of an objection, the contract will initially be continued under the previous terms and conditions; however, the user must then expect timely termination by the provider.

In the change notification, the provider shall inform the user about his right to object and the associated consequences.

6.2 The software of the System Connect Unit in the vehicle is updated as follows:

6.2.1 All updates are created and delivered on the basis of the last preceding software versions. Older software versions are not maintained.

6.2.2 The software of the System Control Unit (SCU) shall receive OTA Updates if (and as long as) it is connected to the System Control Cloud pursuant to Clause 3.1 (above) (“Connectivity”). After the end of connectivity, the user will no longer receive any updates, except as part of separately commissioned maintenance of the vehicle at a workshop authorized by the provider.

6.2.3 The System Information Unit (SIU) software receives updates via the System Connect App. The mandatory requirements for this are: (i) an Internet connection of the Hardware Device on which the System Connect App is installed, where the user must be logged into its System Connect Cloud user account, and (ii) a Bluetooth connection between the Hardware Device and the System Connect App, concurrent with the user logging into its System Connect user account pursuant to (i). In this case, the user will receive a notification about available SIU updates in his user account. The user can then enable the installation of updates via the Bluetooth connection. The Bluetooth connection must be maintained until the update is successfully installed.

6.2.4 Such updates shall be available for a period of at least two years from the initial registration of the vehicle or, in the case of retrofits, from the acceptance date of the retrofit.

6.3 Apart from updates pursuant to Clause 6.2, the provider reserves the right to make changes to the System Connect Service, i.e. to further develop the System Connect Services at any time and to add, change or remove individual functions. The provider shall only make such changes if the user does not incur any additional costs as a result and there is a valid reason

for doing so. The following circumstances may constitute such good cause: new technical environments, increased user numbers, and other significant operational reasons, as well as changes in regulatory requirements, changes in requirements to maintain security or scale, and database changes. The provider shall inform the user about upcoming changes in text form in advance and send this information via the user's account or the contact details provided there. Such changes are effective exclusively for the future. If the change affects the accessibility or usability of the System Connect Service not only insignificantly and the user is not offered to continue using the System Connect Service unchanged, then the user is entitled to terminate the User Agreement within a period of 30 days from receipt of the provider's information about the change.

7. Contract duration and termination; deletion of inactive user accounts

7.1 The usage relationship between the provider and the user shall apply for an indefinite period of time, subject to Clause 7.2.

7.2 For temporary services subject to a charge, the term of the contract shall be as agreed with the user in each case, but no longer than two years. After the expiration of the fee-based contract period, the provider no longer owes the agreed services.

A chargeable service is, for example, the connection (connectivity) for the exchange of data between SCU and the System Connect Cloud Server in accordance with Clause 3.1 (above). The use of the associated services requires that the connection for data exchange to the System Connect cloud server is maintained. With the end of the agreed connectivity duration, the connection for data exchange also ends and thus also for the provider the obligation to provide the SCU functionalities in accordance with these Terms of Use. The SCU will then also no longer receive updates such as security updates. The provider is no longer responsible for the SCU functionalities remaining without the connection.

7.3 The user may terminate the user relationship at any time.

The user agreement for the System Connect Service (including the Connect Cloud Services) ends when the user deactivates his/her user account. The System Connect Cloud Service provides the necessary functionalities for this.

The payment of the agreed remuneration for chargeable services by the user shall remain unaffected by the termination of the contract pursuant to Clause 7.3.

7.4 The provider may terminate the user relationship within a period of two months to the end of the month by declaration in text form, if necessary to the e-mail address of the user stored in the user account. An exception is made for paid services: These do not end before the expiry of the agreed period. If the user continues to use the System Connect Service with activated connectivity (see Clause 3.1 above) after expiry of the agreed period, the usage relationship shall nevertheless not be deemed to have been extended. Clause 545 BGB shall not apply.

The right of each contracting party to terminate without notice for good cause shall remain unaffected.

7.5 The provider reserves the right to deactivate user accounts in which no user has logged in for a period of more than two years (“inactive accounts”) and to delete them within a period of another three months after deactivation.

After deactivation, the user will no longer be able to log in to the user account; however, he/she may reactivate his/her user account at any time by completing the registration process again using the e-mail address and username he/she provided in his/her user account (see Clause 2 above).

After deletion, it is no longer possible to reactivate a user account; in this case, the user must apply for a new user account.

The provider shall inform about the imminent deletion of an inactive user account within a period of another 3 months before the deletion.

The information about the upcoming deactivation and deletion will be sent to the e-mail address that the user has specified in his user account.

Information on the impending deactivation and deletion will be sent to the e-mail address that the user has specified in his user account.

User accounts for which the provider provides a chargeable service will not be deactivated or deleted.

8. Availability

8.1 The provider shall provide the System Connect Cloud Service to the user at the output of the router connected to the System Connect Cloud Server (Delivery Point).

8.2 The provider undertakes to make proper efforts to connect the router output of the System Connect Cloud Server to the Internet so that this server is responsive to incoming requests. However, the user is aware that, due to limited line capacities and transmission speeds, trouble-free access to the Internet cannot be provided.

9. Participation

9.1 Each user is responsible for using the System Connect Service properly, legally and in accordance with these Terms of Use.

In connection with the product SCU, the primary user is also responsible for and indemnifies the provider to that extent for the use by co-users who have received their right of use from the primary user.

9.2 The user is obliged to ensure the following:

- Each user may register only with registration data that correspond to the truth.
- Each user must keep his registration data up to date.
- Access rights for users who are no longer authorized to use the System Connect Service or the vehicle linked to the user account must be deactivated immediately.
- User passwords must be kept secret and protected from unauthorized access.

10. Use of location data

For the use of the System Connect Cloud Service in conjunction with the SCU product, it may be necessary to process the location data of the hardware device and the SCU in the user's vehicle. The user is advised that the location data does not always convey the exact location of the tethered hardware devices and the tethered vehicle with the SCU.

Therefore, the System Connect Service may not be used for autonomous vehicle control and may not be used for emergency services.

11. Use while driving

The purpose of the System Connect Service is to provide its functionalities while maintaining traffic safety. Therefore, the driver of a vehicle is prohibited from using the System Connect App and driving a vehicle at the same time unless he or she has ensured that traffic safety is maintained during this time, for example, by operating the smartphone via a hands-free system.

12. Resale of the tethered vehicle

12.1 The use of the System Connect Service is always related to the vehicle which the user has connected to its hardware device in accordance with Clause 4.1 of these Terms of Use.

12.2 In the event of a resale or other permanent transfer of the connected vehicle to a third party, this user agreement shall not be transferred to the third party but shall continue to exist or end automatically when the user has deleted the System Connect App from all hardware devices in his possession.

The third party has the possibility to register himself/herself for the use of the System Connect Service for the received vehicle.

12.3 IMPORTANT:

If the user sells or otherwise permanently transfers to a third party a vehicle that it has connected to the System Connect Service in accordance with Clause 4 of these Terms of Use or the System Connect Unit, he must

- a) inform the third party about the System Connect Service activated for the sold or permanently leased vehicle,
- b) delete or deactivate the activated services for the sold or permanently leased vehicle in the System Connect App or in his user account.

The owner and the keeper of a vehicle equipped with an SIU is obliged to trigger the “delete all Bluetooth connections” command in its app before selling or otherwise

permanently transferring the vehicle with the SIU to third parties.

13. User account blocking

The provider reserves the right to block user accounts in the event of a serious or sustained violation of these Terms of Use.

14. Defect management

14.1 The provider warrants the usability of the contractually agreed SCU and SIU functionalities in the vehicle, as well as the contractually agreed System Connect Service on the System, Connect Cloud Server.

14.2 Software defects shall be remedied after proper notification of the defect within a reasonable period of time at the discretion of the provider by means of free-of-charge rectification or replacement delivery, usually within the scope of updates. The provision of instructions for use with which the user can reasonably circumvent any defects that have occurred, in order to be able to use the respective functionality in accordance with the contract shall also be deemed to be rectification.

14.3 In all other respects, the provisions of Sections 535 et seq. German Civil Code (BGB) shall apply.

15. Liability and limitation

The following shall apply to the user's claims against the provider for damages or reimbursement of futile expenses, regardless of the legal nature of the claim:

15.1 For damages resulting from injury to life, body or health, which are based on an intentional or negligent breach of duty by a legal representative or vicarious agent of the provider, the provider shall be liable in accordance with the statutory provisions. This also applies if a quality guaranteed by the supplier is missing or if there is a reason for liability according to the product liability law.

15.2 In all other respects, the provider shall only be liable if it has breached a material contractual obligation or acted with intent or gross negligence. Material denotes a contractual

obligation, the breach of which would frustrate the purpose of the contract, i.e., the provision of the System Connect Service (including System Connect Cloud Service) for use as intended.

The claim for damages in cases of this clause 15.2 shall be limited to the foreseeable damage typical for the contract.

15.3 The provisions of this Clause 15 extend to damages in addition to performance and damages in lieu of performance, irrespective of the legal grounds, in particular, due to defects, the breach of other obligations arising from the contractual obligation or from tort.

15.4 The user's claims for damages and reimbursement of expenses due to the provider's performance shall become statute-barred within one year of knowledge of the circumstance giving rise to the damage.

The limitation period of this Clause 15.4 shall not apply in case of intent, gross negligence, fraudulent concealment, an – if applicable expressly to be agreed – assumption of guarantee regarding the quality of the services, as well as in case of claims for damages due to injury to life, body or health or freedom of a person, in case of claims under the German Product Liability Act or in case of breach of essential contractual obligations; the statutory limitation periods shall apply to these claims.

15.5 Unless expressly provided otherwise, the statutory provisions governing the commencement of the limitation period, expiry suspension, and suspension and recommencement of limitation periods shall remain unaffected.

15.6 A change of the burden of proof to the disadvantage of the user is not connected with the above regulations.

16. Legal status, affiliated brands/companies, arbitration information and definitions

16.1 These Terms of Use shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

16.2 The System Connect Service is currently available for vehicles of the following brands or companies of Erwin Hymer Group SE, provided they are equipped with an SCU or SIU:

Brand / Company	Service System Connect	System Connect App	System Connect Cloud
Hymer	Hymer Connect	Hymer Connect App	Hymer Connect Cloud
Dethleffs	Dethleffs Connect	Dethleffs Connect App	Dethleffs Connect Cloud
Bürstner	My Bürstner	My Bürstner App	My Bürstner Cloud
Laika	MyLaika	MyLaika App	MyLaika Cloud

16.3 The OS platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>. The ODR platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. The OS platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>.

The provider does not participate in any dispute resolution proceedings before a consumer arbitration board within the meaning of the Consumer Dispute Resolution Act or on the OS platform, and is not obliged to do so.

16.4 The following definitions apply to these Terms of Use:

Operating system

An operating system is software that provides basic system functions for controlling hardware (for example, a smartphone) and manages hardware resources so that multiple application programs can run on the system without interference from each other.

Bluetooth

Bluetooth is a standard for data transmission between hardware devices over short distances by radio.

Browser

A browser is software for displaying web pages on the Internet.

Cloud, Cloud Service

A System Connect App is a service that provides IT infrastructures or services via a computer network without having to install them on the local computer.

Hardware, hardware device

Hardware or hardware devices refer to a totality of the technical-physical parts of a data processing system, for example, a smartphone or a tablet.

Compatible, compatibility

Compatibility is the ability of digital content or digital services to function with hardware or software with which digital content or digital services of the same type are typically used without the need to convert the digital content or digital services.

Pairing

Pairing refers to the linking of a vehicle with a user account (see Clause 4.2 above).

Server

A server is a computer that provides certain computing, storage, or other resources for running computer programs. If necessary, the server's resources are retrieved from other computers.

Software, software application, app

Software within the meaning of this contract includes computer programs of any kind and data that can be used or stored on a computer.

A software application (= app) is software that provides the user with certain functionalities for a specific purpose.

Smartphone

Mobile hardware device set up for both telephony and other data applications (data acquisition, processing and communication).

System Connect Unit

The System Connect Unit is a collective term for various hardware devices with their own software that are installed in vehicles or otherwise connected to the vehicle for the purpose of networking between vehicle components, sensors and the System Connect App. There are two versions of the System Connect Unit: The System Control Unit (→ SCU) and the System Information Unit (→ SIU).

SCU

SCU (System Control Unit) is an intelligent hardware in the vehicle that can control and manage various components and offers a connection to the user via app via Bluetooth/Cloud.

SIU

SIU (System Information Unit) is a hardware device in the vehicle that reads various sensors there and displays the collected information via a connection to the user via app over Bluetooth.

Updates, OTA updates

Updates are updates of software. OTA (“Over the Air”) updates are those that are pushed to a hardware device through a wireless Internet connection.

Notice: Earlier versions of these System Connect Terms of Use are available at:

<https://www.erwinhymergroup.com/en/systemcontrol/legal/update>