

General Terms & Conditions - Digital Services

1. Background

1.1 The following general terms and conditions (the “**Terms**”) govern the relationship between you, (the “**Customer**” or “**you**”) and Volvo CE (“**Volvo CE**”, “**we**”, “**us**” or “**our**” and as further defined in Section 10), in relation to the ordering of, access to and use of such Digital Services (“**Digital Service(s)**”) offered by Volvo CE through its various channels, including but not limited to, its e-commerce sales portal (the “**Service Marketplace**”).

1.2 Digital Services are governed by their respective service terms as set out separately (the “**Service Terms**”). By reference therein, the Service Terms may incorporate these Terms, which thereby forms an integral part of the Service Terms.

1.3 In the event of any conflict between the Service Terms and these Terms, the Service Terms shall take precedence.

1.4 By accepting these Terms, you confirm that you have read the Terms and that you agree to be bound by them. If you do not agree with them, you are not allowed to access the Digital Services. You may also accept these Terms on behalf of your affiliates, in which case such affiliates shall be bound by these Terms as if accepted on their own behalf.

1.5 You represent and warrant that anyone accepting these Terms and the relevant Service Terms on your behalf have understood them, and have the right, authority, and necessary authorizations to accept them on your behalf.

1.6 We reserve the right to amend these Terms at any time. Any new versions of the Terms will be published on the [Volvo CE legal website](#) with or without notice, and it is your responsibility to regularly check the Terms for updates and changes. Your continued use of the Digital Services following the publishing of a new version of these Terms will mean that you accept and agree to the changes.

2. Digital Services

2.1 The Digital Services shall be provided in accordance with the Service Terms (including any service descriptions referenced therein) and these Terms. The Digital Services may be provided by us or by a third party appointed to provide the Digital Services on behalf of us.

2.2 We may make changes to the provision of the Digital Services where necessary to conform to any applicable safety, statutory or regulatory requirement or added functionality, or where such changes do not materially affect the quality or performance of the Digital Services. We will notify you before making changes that we consider material.

2.3 You are responsible for ensuring that you have, and can maintain at your own cost, all telecommunications services, computers, machines and other equipment, hardware, or services necessary to enable you to access and make use of the Digital Services. You must comply with all applicable legal requirements, rules and regulations that apply to the communication means by which you obtain access to the Digital Services.

2.4 Except as expressly stated in these Terms, the Digital Services are provided on an “as is” basis without any warranties of any kind. We expressly disclaim any and all warranties, whether express or implied, including implied warranties of merchantability, title, fitness for particular purpose, and non-infringement.

2.5 Digital Services can be ordered through the Volvo CE Service Marketplace and requires a Volvo Connect user account, subject to its own terms of use and registration procedure. Orders made in the Service Marketplace are placed once you complete ordering process in the Service Marketplace and accept these Terms and the relevant Service Terms.

2.6 Upon confirmation of the order of Digital Services, and unless otherwise specified in the Service Terms, we will provide you with the required information in order for you to set up and access the Digital Services, including where applicable, registration of necessary service specific user accounts. You may assign such user accounts and give access to Digital Services to you or your affiliate’s employees, and other individuals working on your or your affiliate’s behalf (the “**User(s)**”).

3. Use of the Digital Services

3.1 You represent and agree that you are fully responsible for any and all activities of Users and shall ensure that you and Users comply with these Terms as well as any instructions and recommendations set out in the Service Terms. We will not assume any responsibility or liability for any violations of these Terms or the Service Terms by any User.

3.2 When offering access to the Digital Services to Users, you must make sure that Users comply with our Acceptable Use Policy, which shall be provided to Users before they access the Digital Services. For the avoidance of doubt, a breach of the Acceptable Use Policy is considered a breach of these Terms. The Acceptable Use Policy is incorporated into these Terms by reference and attached hereto as Appendix 1.

3.3 Where the Digital Services requires or enables you, Users or any third party acting on your behalf to independently provide data to a Digital Service (e.g., by inputting data, information, or other content into the Digital Service), you are responsible for the relevancy and accuracy of any and all such data provided. Furthermore, you are responsible for ensuring that you have all the necessary legal rights to access, use and provide such data.

3.4 You agree to immediately notify us of any unauthorized use of the Digital Services of which you become aware, as well as any known or suspected breach of security regarding the Digital Services. You shall further use reasonable efforts to stop any unauthorized use of the Digital Services that is known or suspected by you.

3.5 You shall not, nor permit anyone (including Users) to:

- (a) copy, republish, assign, sell, resell, bargain, convey, license, sublicense, convey, transfer, pledge, rent, lease or grant any further right to use the Digital Services or any part thereof, to any third party which include all Users and affiliates (except as expressly permitted under these Terms);
- (b) make available the Digital Services or any part thereof to any person other than Users;
- (c) modify or create derivative works based on the Digital Services;
- (d) remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the Digital Services (or the Digital Services' software);
- (e) directly or indirectly reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, object code or underlying structure, ideas, know-how or algorithms in the Digital Services (or the Digital Services' software);
- (f) access the Digital Services in order to build a similar and competitive product;
- (g) upload, post, reproduce or distribute any information, software or other material protected by Intellectual Property Right (as defined below) or privacy right, without first obtaining the permission of the owner of such rights;
- (h) use the Digital Services to store, transmit, use, access or manage infringing, libellous or otherwise unlawful or tortious material; or
- (i) use the Digital Services in violation of any laws or for any unlawful or abusive purposes; or
- (j) share User credentials or permit any person other than the User to access and use the Digital Services.

We may withhold or limit your or any Users' use of the Digital Services if we reasonably believe that you or your Users are in breach of our Acceptable Use Policy or this Section 3.5.

3.6 When using the Digital Services, you are responsible for maintaining the confidentiality of all assigned user accounts. You undertake to, at all times, ensure that all user credentials (such as username and password) are kept confidential and secure in a manner that no unauthorized third parties may access the user credentials or the user accounts.

4. Digital Service Data

When using the Digital Services, you and your Users will provide and/or generate certain data. Such data, depending on the specific Service, may include technical

information about your interactions with the Service, information relating to the conditions and performance of associated operating machines and devices, and information relating to your operational productivity. The terms and conditions under which such data is accessed, used, and shared, including with respect to data protection compliance and processing of personal data, are provided in full in the [Volvo Group Data Management \("DMA"\)](#). Any references made therein to "Vehicle Data" shall apply to the data under this Section 4.

5. Availability

5.1 We will make our best efforts to make and maintain the Digital Services available to you without interruptions. However, we do not guarantee uninterrupted availability of the Digital Services. We expect planned downtime to be infrequent but will endeavour to provide you with advanced notice if we think it may cause you commercially critical and material inconveniences.

5.2 Your use of or access to the Digital Services may be affected by local barriers (e.g., bridges, buildings etc.), atmospheric or topographic conditions, technical limitations (e.g., used hardware devices) and legal restrictions. You acknowledge and agree that we will bear no responsibility for any errors, disruptions or restricted access to the Digital Services caused by any of the aforementioned factors.

6. Intellectual Property Rights

6.1 Subject to the compliance with these Terms, we hereby grant you a non-exclusive, non-transferrable and non-sublicensable (however sublicensable to your affiliates) limited license to access and use the Digital Services, including the right for Users to access and use the Digital Services, for your own internal business purposes only.

6.2 We and our licensors retain all right, title, and interest, including all intellectual property rights, in and to the Digital Services, wherein "Intellectual Property Rights" shall mean rights in patents, inventions, design rights, copyrights, moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, and all other intellectual property rights, in all cases whether or not registered or registerable. Nothing herein or in the Service Terms shall give you any right to any Intellectual Property Rights in or relating to the Digital Services, except the explicit rights given herein.

6.3 You represent and warrant that any information, content, or other materials, including that of third parties, that you upload, submit or otherwise make available to us in the course of your use of the Digital Services (i) do not infringe any third party's Intellectual Property Rights, (ii) is fit and sufficient for the intended purpose, and (iii) meets, if any, applicable legal and other regulatory requirements.

6.4 You shall notify Volvo CE in writing without undue delay of any third-party allegation, claim, threat, or court action claiming that the use of the Digital Services or

Customer Data constitutes an infringement of Intellectual Property Rights owned by such third party (“**Third-Party Claim**”). Volvo CE shall notify you upon receipt of a Third-Party Claim, to the extent such Third-Party Claim has been verified, in Volvo CE’s sole discretion, as valid and not unfounded.

6.5 Each party shall indemnify and hold harmless the other party against all liabilities arising from any Third-Party Claim, provided such Third-Party Claim is not a result of the indemnified party’s use of the indemnifying party’s Intellectual Property Rights in a manner which is not permitted under these Terms, or otherwise unlawful under applicable law. The indemnifying party shall have the right to assume charge and direction of the defence and/or settlement of any Third-Party Claim.

7. Fees and payment

7.1 We will charge you for the Digital Services in accordance with the applicable fee(s) (the “**Service Fee(s)**”). Unless otherwise specified in writing, the Service Fee is the fee displayed in the Marketplace at the time of the order of the Digital Services, subject to the order process described in Section 2.

7.2 The form, frequency, and term of payment of the Service Fee(s) is governed by the Service Terms.

7.3 The Service Fee(s) are invoiced in advance on a monthly basis (or any other recurring interval that is set forth in the Service Terms) prior to the start of each new calendar month.

7.4 Any changes to the Service Fee(s) will be communicated to you in advance with sixty (60) days prior notice. By continuing to use the Digital Services after the Service Fee change takes effect, you will have accepted the new Service Fee(s).

7.5 All prices are exclusive of, and you are responsible for paying, all fees and taxes, including custom duties, importation fees, sales, use, withholding, and like taxes assessed or incurred in connection with the performance of these Terms.

8. Termination

8.1 These Terms shall remain in full force and effect for an indefinite term from the time of your acceptance of these Terms. A party may terminate these Terms by giving to the other party no less than thirty (30) days written notice to that effect. You will not be entitled to any refund of pre-paid Service Fee(s).

8.2 We may terminate these Terms with immediate effect if you are in material breach of the Terms or enter into insolvency, bankruptcy, any arrangement with your creditors or any other arrangement or situation which has a like effect, or where for any other legal, commercial, or technical reason the continued provision of the Digital Services would have an adversely negative effect on us.

8.3 Failure by you to pay any sum due under these Terms or any Service Terms is a fundamental breach

which entitles us to terminate the Terms and any Service Terms with immediate effect.

9. Limitation of liability

9.1 You shall indemnify, defend, and hold harmless Volvo CE including the Volvo Group, against all damages, costs, and expenses (including reasonable attorneys’ fees) incurred by Volvo CE or the Volvo Group as a result of third-party claims arising from your breach of these Terms, violation of applicable law, negligence, or wilful misconduct.

9.2 To the extent permitted by law, our liability for any damage or loss of any kind (regardless of how it was caused and including any damage or loss caused by negligence) under or in connection with these Terms including under an indemnity shall be limited in the aggregate to an amount equal to the total price paid by you under any individual Service Terms during the immediately preceding calendar year. If the Digital Services under such Service Terms have not been provided during the preceding calendar year (wholly or partially), the amount shall be equal to the total amount paid by you for the Digital Services provided. If a Digital Service has been provided free of charge, our total liability shall be calculated as if said Digital Service had been provided at the regular price.

9.3 Notwithstanding anything to the contrary, a party shall in no event be liable for any loss of profits or revenue, loss of business or loss or inaccuracy of data or for any indirect, incidental, special, exemplary, punitive, or consequential damages incurred by the other party.

10. Contracting entity and governing law

10.1 You are contracting with Volvo Construction Equipment AB, with company registration number 556021-9338 and address at 631 85 Eskilstuna, Sweden. Volvo Construction Equipment AB is part of the AB Volvo Group of companies (“**Volvo Group**”). Volvo CE enters into each provision of these Terms that is expressed for the benefit of Volvo CE and the Volvo Group and any affiliate or member of the Volvo Group on Volvo CE’s own account and on trust for the Volvo Group.

10.2 The Terms (including Section 14.1) shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

11. Export

11.1 You shall comply with all applicable export control, sanctions, and antiboycott laws, as well as any related legal acts, decisions and authorizations imposed by the United Nations, European Union, the United Kingdom, and the United States (“**Trade Control Laws**”). Further, you shall not act in any way causing Volvo CE to be in violation of or exposed to adverse consequences under such laws.

11.2 You represent and warrant that neither you nor any of your affiliates, directors, officers, or agents are (1) or-

ganized under the laws of a jurisdiction subject to comprehensive sanctions under any Trade Control Laws (“**Sanctioned Country**”), or (2) designated for sanctions or export control restrictions under Trade Control Laws (“**Restricted party**”).

11.3 You shall not make available, in any form, any Volvo CE Digital Services, related software, technology, or data without possessing all required government licenses and authorizations. Further, the aforementioned shall not be made available to a Restricted Party or a Sanctioned Country for any military or otherwise restricted end-use or end-user under Trade Control Laws, unless approved by Volvo CE. Further, you shall not involve Restricted Parties or Sanctioned Countries in any transactions relating to any Volvo Group products or services.

11.4 If (i) you fail to comply with this Section 11; (ii) you becomes a Restricted Party; or (iii) the performance of the obligations under these Terms would be in violation of, or expose Volvo CE to adverse consequences under, Trade Control Laws, Volvo CE may, without any liabilities what so ever, at its sole discretion suspend performance under these Terms, or terminate these Terms, with immediate effect.

12. Survival

The following sections shall survive any termination or expiration of these Terms: Section 4 (*Digital Service Data*), Section 6 (*Intellectual Property Rights*), Section 9 (*Limitation of liability*), Section 10 (*Contracting entity and governing law*) Section 12 (*Survival*), Section 13 (*Miscellaneous*) and Section 14 (*Dispute resolution*).

13. Miscellaneous

13.1 Severance. If any provision of these Terms is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law.

13.2 Force majeure. If and to the extent that either party’s performance of its obligations under these Terms (other than payment obligations) is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labour disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such party shall be released from liability in damages for delay in performing or failure to perform such obligations during the period of such circumstances. The party wishing to claim relief by reason of any such circumstance as referred to in this Section 13.2, shall without undue delay notify the other party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than one (1) month as a result of any of such circumstances, the party not affected by force majeure shall be entitled to immediately terminate the Terms by notice in writing.

13.3 Waiver. The failure of either party to enforce at any time for any period of any one or more terms shall not be a waiver of such term(s) or of the right of such party at any time subsequently to enforcement.

13.4 Transfer and assignments. You may not assign or delegate in whole or in part its rights and obligations under these Terms without our prior written consent. We shall have the right to transfer our rights or obligations herein to any Volvo Group company.

13.5 Entire agreement. These Terms constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor on-boarding process or web portal, or any other order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null and void.

13.6 Publicity. A party shall not be entitled to use the other party’s company name, trademark, or logo as a reference for marketing or promotional purposes in public or private communication with existing or potential customers, without such party’s prior written approval.

13.7 Modifications. We may change these Terms. If we intend to make a material change to the Terms, we will provide you with reasonable notice prior to the change taking effect. The materially revised Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you (or any User) access or use the Digital Services after the effective date of such revisions, that use will constitute your acceptance of any revised terms and conditions.

14. Dispute Resolution

14.1 Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be Swedish (unless otherwise agreed by the disputing parties).

14.2 All arbitral proceedings conducted pursuant to Section 14.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written

consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.

Appendix 1

Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Digital Services. The examples described in this Policy are not exhaustive.

Permitted use of the Digital Services

The Digital Services may only be used for lawful purposes. You agree to comply with all applicable laws, rules, and regulations, including this Policy, in connection with your use of the Digital Services.

Activities that you are prohibited from engaging in when using the Digital Services

You are prohibited from using, or in any way facilitating or supporting others to use the Digital Services:

- for any unlawful, fraudulent, infringing, or offensive use.
- for any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including engaging in a behaviour that appears threatening, stalking, defaming, defrauding, degrading, victimizing, or intimidating for anyone for any reason.
- to store, distribute or otherwise making available Customer Data (i) that infringes or misappropriates the Intellectual Property Rights of others, or (ii) that is defamatory, obscene, abusive, invasive of privacy or otherwise objectionable. Remember that this also applies to any feedback that you give us as part of your use of the Digital Services.
- to violate, or attempt to violate, the security or integrity of the Digital Services or any other network, electronic service, computer, application or other technical equipment and software. For example, by transmitting damageable code or viruses as well as using any automated process or service to access or use the Digital Services such as a BOT, a spider or periodic caching of information stored by us.
- for purposes of distributing any form of “spam”, including but not limited to, unsolicited mass email, instant messages, or any other form of electronic messaging on a bulk basis to recipients with which you have no pre-existing relationship.
- to gain access to the Digital Services in any fraudulent or unauthorized way, including bypassing or circumventing the Digital Services’ protocols and access controls as well as accessing or authorizing anyone to access the Digital Services from an embargoed country.
- for attempting to reverse engineer, decompile or otherwise derive or attempt to discover source code, object code, trade secrets, know-how or algorithms of the Digital Services as well as any portion thereof.
- to remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Digital Services, including providing or creating links to external sites that violate this Policy or other legal agreements we provide.
- to scrape, replicate or copy the Digital Services for the purpose of creating a similar digital service.
to copy, frame, mirror or utilize any framing techniques to alter, remove or enclose any part or content of the Digital Services, including any trademarks or service marks contained therein.
- to submit any sensitive personal data that could positively identify another person to the Digital Services.

Additionally

- We are not responsible for the content of any user-created posting, listing or message. The decision to view content or engage with others is yours. We advise you to use your judgment.
- You are responsible for protecting your computer against interference, spyware or viruses that may be encountered when using the Digital Services. We always recommend that you install a virus protection program on your computer and keep it up to date.
- Information you provide or upload to the Digital Services may be stored outside of the country in which you reside.
- Nothing in this Policy is intended to grant any rights in or to the Digital Services. Failure to enforce this Policy in every instance does not amount to a waiver of our rights.

Our monitoring and enforcement

If requested, you must provide us with proof of compliance with this Policy. We reserve the right, in our sole discretion and judgment, to take any action we deem necessary if you violate the letter or spirit of this Policy. If you violate this Policy or authorize or help others to do so, we may immediately terminate or suspend your access to the Digital Services and we may or may not provide notice before taking action. We may also remove, disable access to, or modify any content or resource that violates this Policy or any other agreement governing the use of the Digital Services.

We may cooperate with legal authorities or other appropriate third parties in connection with any investigation of illegal conduct violating this Policy.

Contacting us

If you have any questions or wish to report any violations of this Policy, please contact us via the information available at www.volvoce.com When reporting by email, please include the words ‘Acceptable Use Policy Violation’ in the subject.