

Volvo CE Site Operations / Site Assistant

End-user Terms of Use

1. Background

1.1 These end-user terms of use (the “Terms”) are entered into by Volvo Construction Equipment AB (“Volvo CE”) and the natural or legal person executing this agreement (“You”). By accepting these Terms, you acknowledge that you have reviewed them and agree to be bound by them, and, as applicable, that you are authorized to act on behalf of, and bind to this agreement, any legal person that you may represent.

1.2 These Terms govern the use of any digital services, platforms, interfaces, features, functions or content provided by Volvo CE, whether provided by free or for remuneration, that form part of the **Site Operations / Site Assistant Service (“Digital Content”)**. All Digital Content constitute business tools and may only be used for purposes relating to trade, business, craft or profession.

2. Access to Digital Content

2.1 To access Digital Content, an end-user account may be required (“**User Account**”). You are solely responsible for determining who within your organization should be registered for a User Account, and, where relevant, the relevant account permissions associated with any such individual User Account.

2.2 Where your access to Digital Content allows you to invite other individuals or businesses outside your own organization to access Digital Content, you must ensure that those individuals or businesses are made aware that their access and use of the Digital Content is contingent on their acceptance of these Terms, which they will be prompted to accept before gaining access.

2.3 If the Digital Content allows you to place orders for services (“**Digital Services**”), you acknowledge that by placing such orders, you will be able to enter into a binding agreement (which may be subject to separate legal terms) that applies between you and the provider of such services. You further acknowledge and agree that (i) some Digital Content may not be offered in certain countries and territories, (ii) that your acceptance of these Terms is not contingent on the availability of any specific Digital Content, and (iii) that Digital Content offered by Volvo CE may change over time.

3. Our obligations

3.1 We will make the Digital Content available to you as described in these Terms and will use commercially reasonable efforts to provide it without disruptions in availability. We expect planned downtime to be infrequent and will endeavor to provide you with advanced notice if we think it may cause you commercially critical and material inconveniences.

3.2 Except as expressly stated in these Terms, the Digital Content and all its related components and information are provided on an “as is” and “as available” 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. You acknowledge that we do not warrant that the provision of any Digital Content will be uninterrupted, timely, secure, accurate, or error-free, in particular with regard to displayed information and/or calculations relating to machines and operations. You are not entitled to any remedies for any downtime and related inconvenience. We are not responsible for the accuracy of any content that you submit through any Digital Content, including to any element thereof, nor the availability of any Digital Services.

3.3 To the extent the Digital Content includes links to third-party websites or applications not operated or managed by Volvo CE, we will not be liable for any claims arising from your reliance on, or in connection with, the content of such websites and applications or any information provided by them.

4. Your obligations

4.1 All use of Digital Content must comply with the Acceptable Use Policy, available on the [Volvo Connect website](#). For the avoidance of doubt, a breach of the Acceptable Use Policy is considered a breach of these Terms.

4.2 All use of the Digital Content must comply with these Terms. You are responsible for any acts committed and omissions made by you or other person using your User Accounts and/or access to Digital Content.

4.3 You are responsible for maintaining the confidentiality of all your assigned User Accounts. You shall ensure that all user credentials related to the User Accounts (such as username and password) are kept confidential and secure in

a manner that no unauthorized third parties may access the User Accounts. You shall immediately notify us of any unauthorized use of your User Accounts.

4.4 We reserve the right to review individual user's conduct for compliance purposes. If we become aware that a user's use of the Digital Content violates these Terms, we will notify you and request correction of the violation. If you fail to correct the violation within twenty-four (24) hours of the request, Volvo CE may suspend access to the Digital Content until the violation is corrected.

5. Intellectual property rights

5.1 We and our licensors reserve all rights, titles, and interest (including the right to enforce any such rights) to the Digital Content. Subject to your compliance with these Terms and all other applicable terms and policies, you are granted a non-exclusive, non-transferable and non-sublicensable (however sublicensable to your affiliates), limited license to access and use the Digital Content. You may not sell, rent, lease, sublicense, redistribute, or syndicate access to the Digital Content, or any element thereof, to any third party. Your license is only valid in your country of establishment provided it is one of the following countries: any country within the EU/EEA, Switzerland, Iceland, Liechtenstein, Norway and the United Kingdom.

5.2 You shall notify the Volvo CE in writing without undue delay of any third-party allegation, claim, threat or court action claiming that the use of Digital Content or content constitutes an infringement of intellectual property rights (or rights associated therewith) 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.

5.3 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 (or rights associated therewith) 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 defense and/or settlement of any Third-Party Claim.

6. Digital Content Data

6.1 Your access to Digital Content may entail the gathering, storing and transmission of data relating to you and your use of Digital Content. Depending on the case, this may include data processed in the context of Digital Services (including mobile, web or machine applications) as well as data originating from connected hardware (including Volvo CE construction equipment, machine-mounted tablets and machine-related devices) ("**Digital Content Data**").

6.2 To the extent Digital Content Data includes personal data, Volvo CE will process such personal data in accordance with applicable data protection laws to which Volvo CE is subject. Further information about Volvo CE's processing of personal data is available in our Privacy Policy, available on the [Volvo Connect website](#).

6.3 Volvo CE may use **Digital Content Data** to develop, deliver and improve Volvo CE products and services. 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 Agreement and any Addendum thereto (collectively, the "**DMA**") available on the [Volvo Connect website](#). Your acceptance of these Terms includes the acceptance of the terms of the DMA.

7. Updates to these Terms

We may make changes to these Terms. Any new versions of the Terms will be published on the [Volvo Connect website](#), with or without notice, and it is your responsibility to regularly check the Terms for updates and changes. Your continued use of any Digital Content following the publishing of a new version of these Terms will mean that you accept and agree to the changes.

8. Export

You shall comply with all domestic and international export laws and regulations, as applicable to your access and use of the Digital Content, which include restrictions on destinations, end users, and end use of such.

9. Termination

9.1 Both parties may terminate these Terms immediately without cause but must provide each other with thirty (30) days prior written notice of such termination. Your termination notice may be provided directly to Volvo CE or (as applicable) to your local Volvo CE dealership.

9.2 We may also terminate these Terms immediately if we reasonably believe that the Digital Content is being used in violation of these Terms, applicable law, or if User Accounts have been suspended according to Section 4.4.

9.3 These Terms will remain in effect until terminated pursuant to either section 9.1 or 9.2 or any other applicable provision of these Terms. Upon termination, we will remove your access to the Digital Content.

9.4 The termination of these Terms shall not affect the validity of any other agreements between you and any party made using the Digital Content. You acknowledge that the termination of these Terms, and the subsequent termination of any associated User Accounts may affect the availability of certain Digital Services.

10. Limitation of liability

10.1 You shall indemnify, defend and hold harmless Volvo CE including our affiliates, against all damages, costs, and expenses (including reasonable attorneys' fees) incurred as a result of third-party claims arising from your breach of these Terms, violation of applicable law, negligence, or willful misconduct.

10.2 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 shall for each event (including a series of events related thereto) causing the damage or loss be limited to EUR 1000.

10.3 In no event will either party have any liability for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, and whether or not the party has been advised of the possibility of such damages.

10.4 The limitations under this Section 10 apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law.

11. Survival

The following sections shall survive any termination or expiration of these Terms: Section 5 (*Intellectual Property Rights*), Section 6 (*Digital Content Data*), Section 10 (*Limitation of liability*), Section 11 (*Survival*), Section 12 (*Miscellaneous*) and Section 13 (Governing law and dispute resolution).

12. Miscellaneous

12.1 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.

12.2 Force Majeure. If and to the extent that either party's performance of its obligations under these Terms is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labor 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. The party wishing to claim relief by reason of any such circumstance as referred to in this Section 12.2, 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.

12.3 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.

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

12.5 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 onboarding 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.

12.6 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. Governing law and dispute resolution

13.1 These Terms (including Section 13.2) and any non-contractual obligations arising out of or in connection with them 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.

13.2 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).

13.3 All arbitral proceedings conducted pursuant to Section 13.2, 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.