

General Terms & Conditions - Digital Services

1. Background

1.1 The following general terms and conditions (the “**Terms**”) govern the relationship between the legal entity purchasing the Digital Services, (the “**Customer**” or “**you**”) and Volvo CE (“**Volvo CE**”, “**we**”, “**us**” or “**our**” and as further defined in Section 13), 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 “**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 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 (excluding these Terms) and these Terms, the Service Terms shall take precedence. Appendix 1 (**Privacy Addendum**) of these Terms shall however always take precedence over the Service Terms, unless specifically stated otherwise therein.

1.4 If you do not agree with these Terms, you are not allowed to order or access the Digital Services. The Digital Services will be provided if and to the extent you have placed an order for the Digital Services in accordance with Section 3, or as otherwise specified in any Service Terms.

1.5 We reserve the right to amend these Terms at any time. Any new versions of the Terms will be published on the [Service Marketplace legal site](#), with or without notice, and it is your responsibility to regularly check the Terms for updates and changes..

1.6 . 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. If you do not agree to any material changes to these Terms, you may terminate these Terms immediately upon notice if that change is adverse to you and we will provide you.

2. The 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 Subject to these Terms, we hereby grant you a non-exclusive, non-transferrable and non-sub-licensable (however sublicensable to your affiliates) limited license to access and use the Digital Services including the right for your Users to access and Use the Digital Services, for your own internal business purposes only. Your license is only valid in your country of establishment which may only be, and is limited to, any of the following countries: Australia. Your use of and access to the Digital Services shall at all times be in compliance with these Terms as well as the Service Terms.

2.3 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. If you do not agree to any material changes notified to you, you may terminate these Terms immediately upon notice if that change is adverse to you.

2.4 You are responsible for ensuring that you have, and can maintain at your own cost, all telecommunications services, computers, 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.

2.5 Except as expressly stated in these Terms and to the extent permitted by law, the Digital Services are provided on an “as is” basis without any warranties of any kind. We expressly disclaim any and all warranties or guarantees, whether express or implied, including implied warranties or guarantees of merchantability, title, fitness for particular purpose, and non-infringement. If any such warranty or guarantee cannot be excluded at law then, to the extent permitted by law, our liability for breach of such warranty or guarantee is limited to the resupply of the Digital Services or payment of the cost of the same.

2.6 The Digital Services may integrate with, interoperate with or link through to third party components (including open-source software). You acknowledge and agree that we have no control over and are not responsible or liable for any such third-party components. You agree to comply with all terms

and conditions for such third-party components specified in the Service Terms.

3. Marketplace orders, accounts, and Users

3.1 You can place an order for Digital Services through the Marketplace. To access the Marketplace to place an order, a user account is required, subject to separate [Platform Terms of Use](#).

3.2 An order is placed when you (i) complete the Marketplace order process as from time-to-time determined by us and (ii) accept these Terms and the relevant Service Terms.

3.3 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.

3.4 Upon confirmation of the order of the 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 registration of necessary service specific user accounts. You may assign such user accounts and give access to the Digital Services to your employees, and other individuals working on your or your affiliate's behalf (the "User(s)").

4. Use of the Digital Services

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

4.2 When offering access to the Digital Services to Users, you must make sure that Users comply with our Acceptable Use Policy, which you shall provide 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 3.

4.3 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.

4.4 You shall not, and shall ensure that your Users do not:

- (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 includes 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 Rights (as defined below) or privacy rights, without first obtaining the permission of the owner of such rights;
- (h) use the Digital Services to store, transmit, use, access or manage infringing, libelous or otherwise unlawful or tortious material;
- (i) use the Digital Services in violation of any laws, for any unlawful or abusive purposes or fraudulently or maliciously including by hacking or inserting malicious code, viruses, or harmful data into the Digital Services' software; or
- (j) share User credentials or permit any other 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 4.4.

4.5 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.

5. Customer Data

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

with the Digital Services, information relating to the conditions and performance of associated operating machines and devices, and information relating to your operational productivity (the “**Customer Data**”).

5.2 In order to provide the Digital Services and for our own internal purposes (and other reasonable business purposes), you acknowledge that we may gather, access, share and otherwise use such Customer Data at our sole discretion, including using Customer Data for improving the Digital Services as well as developing any other Volvo CE services or products and you agree to obtain all consents, licenses and approvals necessary for us to do so (subject to Section 6 in the case of Personal Data).

5.3 Notwithstanding Section 5.2, we will treat Customer Data with appropriate confidentiality and not display nor disclose Customer Data to unaffiliated third parties in any format directly identifying you or your Users.

6. Data privacy

6.1 Volvo CE may Process Personal Data (as defined in Appendix 1) when providing the Digital Services to you. In doing this, Volvo CE may act as either (i) a controller of Personal Data, or (ii) as a processor Processing Personal Data on your behalf. If the Service Terms designate Volvo CE as a processor, the Privacy Addendum in Appendix 1 shall apply. Where we act as processor, you agree to obtain all consents and provide all notifications necessary to enable us to Process Personal Data in accordance with these Terms.

6.2 To the extent our right to access and use Customer Data under Section 5 includes Processing of Personal Data, each party shall remain individually responsible for its respective obligations as separate data controllers under Data Protection Regulations (as defined in Appendix 1).

6.3 If the Customer is established in a country outside of the European Union/European Economic Area and such country does not enjoy an adequacy decision from the European Commission, and Volvo CE as part of providing the Digital Services to the Customer transfers or otherwise makes available Personal Data to the Customer, the Parties agree to take the necessary measures to ensure that Volvo CE and Customer can engage in such a transfer of Personal Data in accordance with Applicable Data Protection Regulations.

6.4 You shall ensure that any Users, machine operators and/or other individuals subject to Processing by us as controller under Sections 6.1 and 6.2: (i) are aware that Personal Data relating to them

may be processed by us; and (ii) are referred to or provided with a copy of the applicable [Privacy Notice](#).

7. Consent to surveillance

You acknowledge and agree that Volvo CE may use the Digital Services to record, observe and track the location of the Users and any drivers, operators or occupiers of machines or vehicles and you consent and must give all notifications and otherwise procure all consents necessary for us to lawfully do so.

8. Availability

8.1 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 endeavor to provide you with advanced notice if we think it may cause you commercially critical and material inconveniences.

8.2 Your use of and 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.

9. Intellectual Property Rights

9.1 **No transfer.** 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.

9.2 **Warranty.** 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) does 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.

9.3 **Third-Party Claim.** 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 or the rights in information 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.

9.4 Indemnification. The first party shall indemnify and hold harmless the other party against all liabilities from any Third-Party Claim arising from materials or data provided by, or on behalf of, the first party (including Digital Services where Volvo CE is the first party and Customer Data where the Customer is the first party), provided such Third-Party Claim is not a result of the indemnified party's use of the indemnifying party's Intellectual Property Rights, materials or data 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.

10. Fees and payment

10.1 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 3.

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

10.3 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.

10.4 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). If you do not agree to the new Service Fees, you may terminate these Terms immediately upon notice.

10.5 All prices are exclusive of, and you are responsible for paying, all fees and taxes, including Goods and Services Tax (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) custom duties, importation fees, sales, use, withholding, and like taxes assessed or incurred in connection with the performance of these Terms.

11. Termination

11.1 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).

11.2 To the extent permitted by law, 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.

11.3 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 in writing, with immediate effect.

12. Limitation of liability

12.1 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 willful misconduct.

12.2 To the extent permitted by law, our liability for any damage or loss of any kind 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.

12.3 Notwithstanding anything to the contrary, a party shall in no event be liable for any loss of profits, loss of revenue, loss of business, loss or inaccuracy of data, loss of anticipated savings, loss of opportunity, loss of reputation or goodwill or for any loss that does not arise naturally and according to the usual course of things as a result of a breach of these Terms or other event giving rise to the loss or damage including indirect, incidental, special, exemplary, punitive, or consequential damages incurred by the other party however caused, whether or not the party has been advised of the possibility of such damages.

12.4 The limitations and exclusions of liability in these Terms including under this Section 12 apply with respect to all legal theories, whether in contract (including under indemnity), tort, negligence, or otherwise, and to the extent permitted by law.

13. Contracting entity and governing law

13.1 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.

13.2 The Terms (including Section 1.1) shall be governed by and construed in accordance with the laws of Queensland, Australia excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

14. Export

You shall comply with all domestic and international export laws and regulations, as applicable to your access and use of the Digital Services according to Section 2.2, that may apply to the Digital Services, which include restrictions on destinations, end users, and end use of such.

15. Survival

The following sections shall survive any termination or expiration of these Terms: Section 5 (*Customer Data*), Section 9 (*Intellectual Property Rights*), Section 12 (*Limitation of liability*), Section 13 (*Contracting entity and governing law*) Section 15 (*Survival*), Section 16 (*Miscellaneous*) and Section 17 (*Dispute resolution*).

16. Miscellaneous

16.1 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.

16.2 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 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 during the period of such circumstances. The party wishing to claim relief by reason of any such circumstance as referred to in this Section 16.2, 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.

16.3 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.

16.4 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, which shall not be unreasonably withheld. We shall have the right to transfer our rights or obligations herein to any Volvo Group company upon notice but without your consent.

16.5 Entire agreement. These Terms together with the Service Terms applicable to the Digital Services purchased by you constitute the entire agreement between the parties and supersede 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. To avoid doubt, the international convention for the sale of goods is also excluded from these Terms.

16.6 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.

17. Dispute Resolution

17.1 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 (“**Dispute**”), shall be finally settled by arbitration. Neither party may commence any arbitration or court proceedings relating to a Dispute (except to seek urgent interlocutory relief) unless the parties have first attempted to resolve the Dispute using reasonable endeavours for a period of up to 14 days after the Dispute is first notified to a party. Arbitration shall be administered by the Australian Centre for International Commercial Arbitration (ACICA). The ACICA Rules for Expedited Arbitrations 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 ACICA Arbitration Rules 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 Brisbane, Queensland. The language of the arbitration shall be English (unless otherwise agreed by the disputing parties).

17.2 All arbitral proceedings conducted pursuant to Section 16.1, 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 – Privacy Addendum

Volvo CE and you have entered into this Privacy Addendum in order to comply with the requirements set out in the *Privacy Act 1988* (Cth) (“**Privacy Act**”) or General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) as applicable. In case of any conflict between the Privacy Addendum and any provisions in the Terms, the Privacy Addendum shall take precedence.

1. Background

This Privacy Addendum is applicable to the extent that we Process Personal Data on behalf of you, but only covers the Processing of Personal Data performed in accordance with your documented instructions in the Privacy Addendum.

2. Definitions

2.1 In the Privacy Addendum, “**Data Protection Regulations**” means any and all data protection laws and regulations applicable from time to time to the Processing of Personal Data under the Privacy Addendum including but not limited to the Privacy Act and the GDPR as interpreted from time to time by the Court of Justice of the European Union or other court of law that is competent to establish a precedent for such data protection laws. “**Personal Data**” has the meaning given in the applicable Data Protection Regulations and includes “Personal Data” and “Personal Information” as defined in such Data Protection Regulations.

2.2 Other capitalized terms and expressions in the Privacy Addendum, which are not defined in this section shall have the same meaning as in the Terms. Unless otherwise defined, other terms and expressions of the Privacy Addendum shall be interpreted in accordance with the Data Protection Regulations.

3. Processing of Personal Data

3.1 You take full responsibility to ensure that the Processing of Personal Data is in compliance with Data Protection Regulations applicable from time to time, including obtaining necessary licenses, permits, consents and approvals for the Processing.

3.2 We will only Process Personal Data in accordance with your documented instructions as set out in this Privacy Addendum, including transfer of Personal Data to third countries or an international organization, unless we have an obligation under EU law (including the laws of its member states) to Process Personal Data. In such case, we will inform you of the legal requirement before the Processing is initiated, provided that this is in accordance with applicable laws.

3.3 The categories of Personal Data, categories of Data Subjects, and the nature and purpose of the Processing of Personal Data under this Privacy Addendum are specified in the Service Terms.

3.4 This Privacy Addendum constitutes your entire instructions to us for the Processing of Personal Data under the Privacy Addendum.

3.5 We will immediately inform you if we consider that all or part of your instructions are in violation of Data Protection Regulations. We will not implement such instruction until you have confirmed that the implementation of the instruction is lawful.

3.6 We will Process the Personal Data for the time necessary in order to fulfil our obligations under the Terms.

3.7 We will ensure that persons for whom we are responsible and who Process Personal Data under the Privacy Addendum have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.8 Taking into account the nature of the Processing, we will assist you with appropriate technical and organizational measures, insofar as this is possible and to a reasonable extent, for the fulfilment of your obligation to respond to requests for exercising the Data Subjects’ rights under the Data Protection Regulations.

3.9 Taking into account the nature of the Processing and the information available to us, we will assist you in ensuring compliance with your obligations pursuant to Data Protection Regulations, including (where applicable) your obligations to (i) implement appropriate technical and organizational measures, (ii) notify Personal Data Breaches to the supervisory authority, (iii) inform Data Subjects of Personal Data Breaches, (iv) carry out data protection impact assessments, and (v) carry out prior consultation with competent supervisory authorities before Processing.

4. Security of Processing

4.1 We will implement appropriate technical and organizational security measures in accordance with Data Protection Regulations to ensure a level of security appropriate to the risk.

4.2 We are only responsible for implementing appropriate technical and organizational security measures in accordance with Section 4.1 that are within our actual control.

We will notify you without undue delay after becoming aware of a Personal Data Breach (as defined in Data Protection Regulations). If you intend to issue a notification regarding the Personal Data Breach to a supervisory authority, you shall (unless prohibited by applicable law), allow us to review the notification and you shall not reference any member of the Volvo Group or the products or services of the Volvo Group

in any such notification without our approval as to the form and content of that reference.

4.3 If you do not notify the Data Subjects of a Personal Data Breach, thereby failing to comply with Data Protection Regulations, and a competent supervisory authority subsequently orders us to remedy such failure, you shall compensate us for any costs related to complying with such supervisory authority's decision.

5. Audit (inspection)

5.1 We will make all information available to you that is necessary to demonstrate compliance with the obligations set out in the Privacy Addendum. You, or any auditor mandated by you, are entitled to conduct audits, including inspections, of our compliance with the Privacy Addendum one time per year during normal business hours. Such audit shall be preceded by at least thirty (30) days' prior written notice from you, in which the content and the extent of the audit shall be specified. The purpose of such audits shall be to verify our compliance with the obligations set out in the Privacy Addendum. The content and extent of an audit may not exceed what is necessary to achieve the purpose of the audit. Unless the parties have agreed otherwise in writing, the inspection may only be conducted if an audit in accordance with Data Protection Regulations cannot be completed through the provision of information by us. Any costs relating to an audit shall be at your expense. Our reasonable costs relating to such audit may also be charged to you.

5.2 An audit in accordance with Section 5.1 requires that you, or the auditor appointed by you, have agreed on necessary confidentiality undertakings and complies with the security measures of Volvo CE at the site where the audit shall be performed. Furthermore, the audit shall be carried out without unreasonably disturbing our business or risking the protection of third parties' information. Any information collected in connection with the audit shall be deleted immediately after the completion of the audit or as soon as the information is no longer required for achieving the purpose of the audit.

6. Sub-processors

6.1 You provide us with a general authorization to engage Sub-processors for the Processing of Personal Data.

6.2 We will inform you of any plans to engage new Sub-processors or replace Sub-processors which could, according to us, severely negatively impact your business operations, in order for you to be able to object to such changes.

6.3 If we engage a Sub-processor for Processing Personal Data on behalf of you, equivalent data protection obligations as set out in the Privacy Addendum shall be imposed on that Sub-processor by way of a

contract. We will at all times remain fully responsible for all obligations, acts and omissions of any Sub-processor to the same extent as if performed or not performed by Volvo CE itself.

7. Processing of Personal Data in countries outside of the EU/EEA

We may transfer Personal Data to countries outside of the EU/EEA or Australia and specify this in the applicable Service Terms. If a transfer to a country outside of the EU/EEA or Australia is relevant, we shall ensure that appropriate safeguards are provided in accordance with applicable Data Protection Regulations. Such appropriate safeguards may include, but are not limited to, Volvo CE entering into a contract with a Sub-processor based upon the EU Commission's standard contractual clauses for the transfer of Personal Data to a country outside the EU/EEA.

8. Liability

8.1 You are responsible for all direct or indirect damage caused by Processing of Personal Data under the Privacy Addendum that is in breach with Data Protection Regulations. To the extent permitted by applicable laws, our total 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 the Privacy Addendum shall be subject to the limitation of liability in the Terms.

8.2 You shall hold the Volvo Group harmless if and to the extent we are held liable by a Data Subject or other third party (including claims from supervisory authorities) for unauthorized or unlawful Processing of Personal Data (including where liability has arisen from your instructions) unless such liability has arisen as a consequence of our failure to perform our obligations under the Privacy Addendum.

8.3 This Section 8 shall survive the termination of the Privacy Addendum, regardless of the reason for termination.

9. Term

This Privacy Addendum will remain in full force and effect until we cease to Process Personal Data on behalf of you according to the Terms.

10. Dispute resolution and applicable law

10.1 This Privacy Addendum (including Section 10.2) shall be applied and interpreted in accordance with the laws of the country defined in the Terms.

10.2 Any dispute concerning the interpretation or application of the Privacy Addendum shall be settled in accordance with the provisions on dispute resolution in the Terms.

Appendix 2 – 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 in accordance with Section 2.2 of the Terms. 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 behavior that appears threatening, stalking, defaming, defrauding, degrading, victimizing, or intimidating for anyone for any reason.
- to store, distribute or otherwise make 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.